

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

SHERRY SHULL
9877 Hwy
Odessa, MO, 64076,

Plaintiff,

vs.

**AMERICAN FAMILY MUTUAL
INSURANCE COMPANY**

**Transfer to Sheriff of Cole County,
Missouri For Service Upon:**

Serve:

Director of Insurance
301 W. High Street, Room 530
Jefferson City, MO 65101

Defendants.

Case No. _____

Division _____

PETITION FOR DAMAGES

COMES NOW Plaintiff, Sherry Shull, and for her causes of action against Defendant, state and allege as follows:

ALLEGATIONS COMMON TO ALL COUNTS

PLAINTIFFS:

1. Plaintiff Sherry Shull is a are citizen and resident of the State of Missouri, residing at the address stated above.

DEFENDANTS:

2. Defendant American Family Mutual Insurance Company (hereinafter "American Family", is a foreign corporation with its home office in Wisconsin, and is now and was at all times mentioned in this petition authorized to do business in and to sue and be sued in the State of Missouri. Defendant American Family did issue a policy of insurance to the Plaintiff, for which it

did collect a premium, all within the State of Missouri. Service of process can be had upon this defendant via the Missouri Insurance Commissioner the address listed above.

JURISDICTION AND VENUE:

3. This Court has jurisdiction over this case as American Family conducts substantial business in the State of Missouri, and collects premiums from many citizens of this state. Venue is proper pursuant to §508.010.2 R.S.Mo in that the Defendant American Family keeps several offices and/or agents for transaction of its usual and customary business of selling insurance policies in Jackson County, Missouri, including an office at 3145 Main St., Ste, 203, Kansas City, MO 64111.

FACTS OF THE COLLISIONS:

4. On or about July 25, 2016, Plaintiff Sherry Shull was driving her vehicle northbound on Route 00 HWY in Odessa, MO. At or about the same time, Joshua Sowell was operating his motor vehicle in a careless and negligent fashion and crossed the center-line as he was turning into a private drive-way and entered Sherry Shull's lane as she approached. Sherry Shull attempted to avoid the crash with no avail. Sherry Shull collided with Joshua Sowell and began rotating clockwise, traveled off the roadway, and eventually came to a rest on its top, trapping her and her young daughter inside.

5. Joshua Sowell was and is at all relevant times an underinsured motorist.

6. The violent impact collision caused and/or contributed to cause Plaintiff to sustain severe, permanent and progressive injuries, as more fully detailed herein.

FACTS OF UNDERINSURED MOTORIST COVERAGE:

7. At the time of the July 25, 2016, collision Joshua Sowell carried a policy of insurance which is insufficient to compensate Plaintiff for the serious injuries she sustained due

to Mr. Sowell's careless and negligent behavior. Joshua Sowell is therefore considered an underinsured motorist, as that term is defined by Ms. Shull's policy with American Family.

8. On the date of the July 25, 2016 collision the Plaintiff possessed two policies of insurance through Defendant American Family, both of which carried underinsured motorist provisions which could be made applicable to this collision. Those policies are:

- (a) Policy No. 2054-7815-01 (UIM limits of \$50,000.00/\$100,000.00)
- (b) Policy No. 2054-7815-02 (UIM limits of \$100,000.00/\$300,000.00)

9. The two American Family policies have identical policy term definitions, such as:

- (a) **You** and **your** mean the policyholder shown in the declarations and spouse, if living in the same household.
- (b) **Insured person or insured persons** means:
 - a. **You** or a **relative**.

10. Sherry Shull is listed as the **insured person** on the declarations page of both Policy No. 2054-7814-01 and 2054-7815-02.

11. The Insuring Agreement of both American Family policies states, "...we will pay compensatory damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an underinsured motor vehicle." Neither policy requires that the insured person be traveling in any particular vehicle at the time of the injury and, in fact, the coverage goes with the insured person and not with the vehicle.

12. In direct contradiction to the declarations page and the remainder of each policy, the American Family policies have "anti-stacking" provisions which state, "The limits of liability shown in the Declarations may not be added, combined or stacked with the limits shown in the

Declarations for any other policy to determine the maximum limits available for each person or for each occurrence. THIS MEANS THAT NO STACKING, COMBINATION OR AGGREGATION OF UNDERINSURED MOTORIST COVERAGES IS ALLOWED UNDER THIS POLICY.” Thus, American Family attempts to limit Ms. Shull’s recovery to only one policy, although she has properly paid premiums for both and was promised the significant of coverage of both policies, as noted on the declarations page of each. Ms. Shull should be paid the limits of each policy for which she paid a premium.

13. In the alternative, if it were determined that the unjust “anti-stacking” provision applies, the insurance contracts identically answer the question of which American Family policy should provide coverage for this collision in Section E, which is titled “Other Insurance” and states, “[f]or the same motor vehicle accident, if there is underinsured motorist coverage under more than one policy issued to you or a relative by us or any member of the **American Family Insurance Group of companies**, only the policy with the highest underinsured motorist coverage limits of liability will provide underinsured motorist coverage subject to the reductions provided for in the ‘Limits of Liability’ section.”

14. While it is clear from the express language of both American Family policies that the Plaintiff’s recovery should under no circumstance be limited to the single \$50,000/\$100,000 policy (2054-7815-01), Defendant American Family has time and time again vexatiously denied proper payment to detriment to its insured, Sherry Shull.

15. In consideration of a stipulated premium, Defendant American Family issued its automobile policies to Sherry Shull, under which policies the Plaintiff is insured. Said policies of insurance were effective during the month of July 2016. As stated herein, Policy No. 2054-7815-

02, provides underinsured motorist coverage in the amounts of \$100,000.00 per person and \$300,000.00 per occurrence. In addition, Policy No. 2054-78-15-01 provides underinsured motorist coverage in the amounts of \$50,000.00 per person and \$100,000.00 per occurrence. The combines limits of these policies are due to Sherry Shull. Alternatively, if it is determined that only one policy should apply, then it is clear from the contractual language of both policies that Policy No. 2054-7815-02 would apply to this collision and the severe, permanent and progressive injuries and damages suffered by Sherry Shull.

16. Defendant American Family agreed to pay all sums which the insured might be legally entitled to recover as damages from the owner or operator of an underinsured automobile because of bodily injury sustained by the insured caused by accident and arising out of the ownership, maintenance or use of such underinsured automobile and Defendant has vexatiously and in contravention of these contracts refused to make this payment.

17. True and correct copies of said insurance policies, as previously provided to Plaintiff by American Family Mutual Insurance Company is attached to this Petition as Exhibit "A" and "B" and incorporated herein by reference.

INJURIES AND DAMAGES:

18. As a direct and proximate result of the carelessness and negligence of the underinsured motorist, Plaintiff Sherry Shull suffered the following serious, permanent, and progressive injuries: multiple fractures to her left arm, leg, ankle and foot which have required operations and will require future operations as well as the aggravation of existing conditions and mental anguish and suffering. These injuries were and are extremely painful and disabling. These injuries have required medical expenses and will continue to require future medical expenses.

19. As a direct and proximate result of the previously stated injuries, Ms. Shull has been subjected to suffering great physical pain and mental anguish and will continue to suffer the same in the future. The injuries caused by the carelessness and negligence of the underinsured motorist have caused Plaintiff to incur and become liable for large sums of medical bills, hospital bills, drugs and medicines, other therapeutic measures and various other expenses and will incur such expenses in the future. At this time, Plaintiff is unable to state exactly the amount of said expenses and losses.

COUNT I
NEGLIGENCE OF UNDERINSURED MOTORIST – BREACH OF INSURANCE
CONTRACT

COMES NOW Plaintiff, Sherry Shull, and for Count I of HER causes of action against Defendant, states and alleges as follows:

20. Plaintiff incorporates by reference as though fully set out herein paragraphs 1-19 of this Petition.

21. Immediately prior to and at the time of the previously mentioned collision, underinsured motorist Joshua Sowell was negligent in the following respects:

- (a) in carelessly and negligently causing his vehicle to collide with Plaintiff's vehicle;
- (b) in carelessly and negligently failing to keep a proper lookout for other vehicles, particularly the Plaintiff's vehicle;
- (c) in carelessly and negligently failing to pay proper attention to the circumstances and conditions around him;

- (d) in negligently and carelessly failing to yield the right of way to Plaintiff's vehicle;
- (e) in negligently and carelessly failing to keep a careful, proper and vigilant lookout ahead and laterally for other automobiles which might be upon said street at the aforesaid time and place and, in particular, the automobile which Plaintiff was driving;
- (f) in operating his vehicle in a careless manner by being inattentive to traffic conditions and not seeing the Plaintiff's vehicle before turning in front of it;
- (g) in negligently and carelessly failing to make timely or any application of his brakes when by doing so he could have avoided the collision; and
- (h) in carelessly and negligently failing to use the highest degree of care in the operation of his vehicle.

22. That as a direct and proximate result of the breach of duties and the carelessness and negligence of underinsured motorist Joshua Sowell as set forth above, Plaintiff Sherry Shull suffered serious, permanent and progressive injuries as set forth more fully herein.

23. That as a direct and proximate result of the breach of duties and the carelessness of underinsured motorist Sowell, Plaintiff Sherry Shull has incurred medical expenses and is reasonably certain to incur additional expenses into the future and has had her ability to enjoy life diminished and is reasonably certain to have her ability to enjoy life diminished into the future, in addition to the other harms and losses complained of herein.

WHEREFORE, Plaintiff Sherry Shull prays judgment against Defendant American Family in an amount which is fair and reasonable (including, but not limited to full payment under the policy), together with the costs of prosecuting this action, penalties, interest and attorneys' fees and for such other and further relief deemed appropriate under the circumstances.

COUNT II
VEXATIOUS REFUSAL OF AMERICAN FAMILY

COMES NOW Plaintiff, Sherry Shull, and for Count II of her causes of action against Defendant, states and alleges as follows:

24. Plaintiff incorporates by reference as though fully set out herein paragraphs 1-23 of this Petition.

25. In consideration of stipulated premiums, Defendant American Family issued its automobile policies to Sherry Shull, under which policy the Plaintiff is insured. Said policy of insurance was effective during the month of July, 2016. As stated above, these policies carried limits of underinsured motorist coverage in the amounts of \$100,000.00 per person and \$300,000.00 per occurrence and \$50,000.00 per person and \$100,000.00 per occurrence.

26. Sherry Shull paid premiums to Defendant American Family for the underinsured motorist coverage provided for in each policy.

27. Defendant American Family agreed to pay all sums which the insured might be legally entitled to recover as damages from the owner or operator of an underinsured automobile because of bodily injury sustained by the insured caused by accident and arising out of the ownership, maintenance or use of such underinsured automobile.

28. The July 25, 2016, collision falls under the provisions of said underinsured motorist coverage of both American Family Policies.

29. If it is determined that the unjust "anti-stacking" provision is binding, then by contractual definition, as explained herein above, the policy with the higher limits of underinsured motorist coverage is applicable, that being Policy No. 2054-7815-02. Defendant has outright refused to make proper payment in this case.

30. By reason of her injuries, Plaintiff Sherry Shull has incurred medical bills in excess of One Hundred Thousand Dollars (\$100,000.00), has been forced to endure multiple surgeries, missed a great deal of time from her work, and has found it difficult to enjoy time with her family. It is possible that Plaintiff Sherry Shull will undergo future surgeries. These aforementioned injuries and losses have caused Plaintiff to endure great mental pain, anguish and emotional distress.

31. The aforementioned policies of insurance, issued to Plaintiff by Defendant American Family, were continuously in full force and effect from the time of their issuance through the date of the previously mentioned collision.

32. Plaintiff has in all respects complied with the terms and conditions of said policies and on August 16, 2016 and again on December 2, 2016, furnished Defendant American Family with due notice and proof of Plaintiff's aforesaid losses. On or about June 15, 2017, additional damage information was provided to American Family, together with a demand for payment of the benefits under said policy. Plaintiff has made several attempts to receive payment under her underinsured motorist coverage, but this has been wrongfully denied by Defendant.

33. Despite the undisputed liability of the underinsured driver, the certainty of damages far in excess of the underinsured motorist coverage limits, Defendant has failed and refused to pay, and still fails and refuses to pay under said policy or policies, the amounts due to Plaintiff.

34. Defendant American Family Insurance's rejection, failure and refusal to pay was willfully made and without reasonable cause or excuse as the fact would appear to a reasonable and prudent person in violation of Sections 375.296 and 375.420 of the Missouri Revised Statutes.

WHEREFORE, Plaintiff prays for judgment against Defendant American Family for an amount that would be fair and reasonable (including, but not limited to full payment under the policy), together with the costs of prosecuting this action, penalties, interest and attorneys' fees pursuant to Sections 375.296, 375.420 and 408.020 of the Missouri Revised Statutes, and such further and additional relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury on all of the above issues, costs herein incurred and for such other relief as is deemed appropriate by the Court.

Respectfully submitted,

DAVIS, BETHUNE & JONES, LLC

/s/ Wes Shumate

SCOTT S. BETHUNE #35685

WES SHUMATE #60396

JAMES STIGALL #65391

1100 Main Street, Suite 2930

P. O. Box 26250

Kansas City, MO 64196

TEL (816) 421-1600

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jstigall@dbjlaw.net

ATTORNEYS FOR PLAINTIFF

1816-CV00817

**DECLARATIONS
FAMILY CAR POLICY**

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI.

PLEASE READ YOUR POLICY

POLICY NUMBER 2054-7815-01-69-FPPA-MO

POLICYHOLDER/NAMED INSURED

SHULL, SHERRY
9877 U HWY
ODESSA, MO. 64076 7152

EFFECTIVE

FROM 07-12-2016 TO 07-26-2016
ACCT 017-364-817-38

1999 CHEVROLET

BLAZER

VIN 1GNCT18W1XK241770

VEHICLE SYMBOL 21

CLASS CITY 1B

TERRITORY 28

COVERAGES AND LIMITS PROVIDED

BODILY INJURY LIABILITY

\$50,000	EACH PERSON	\$100,000	EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY		\$50,000	EACH OCCURRENCE

ADDITIONAL ENDORSEMENTS THAT APPLY TO YOUR POLICY:

MISSOURI CHANGES

SPECIAL PROVISION FOR AFMIC POLICYHOLDERS

CANCELLATION AND NON-RENEWAL

UNINSURED MOTORIST - BODILY INJURY ONLY

\$50,000	EACH PERSON	\$100,000	EACH ACCIDENT
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UNDERINSURED MOTORISTS COVERAGE - BODILY INJURY ONLY

\$50,000	EACH PERSON	\$100,000	EACH ACCIDENT
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UIM LIMIT IS REDUCED BY PAYMENT FROM OTHER SOURCES - ENDORSEMENT 55

LIMITS OF LIABILITY

MISSOURI P&C GUARANTY ASSOCIATION

MULTIPLE VEHICLE AND AIR BAG DISCOUNTS HAVE BEEN APPLIED
AUTO AND HOME PREMIUM ADVANTAGE DISCOUNT HAS BEEN APPLIED

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declaration is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

**AUTHORIZED
REPRESENTATIVE**

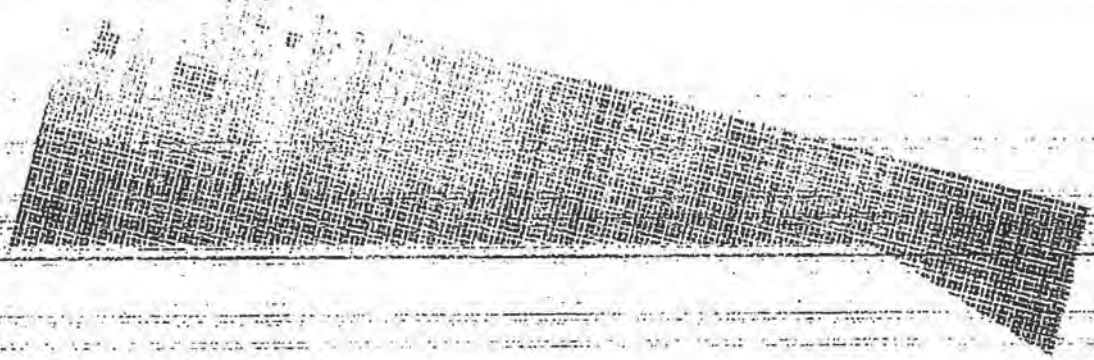
Jack Schmale
President

Rec
Secretary

AGENT 041-180 PHONE (816) 523-8499

TORRENCE LEATHERS AGENCY LLC
221 E 63RD ST
KANSAS CITY, MO 64113-2224





Auto

Family Car Policy

U.S. Ed. 6/15

**AMERICAN FAMILY
INSURANCE**

All your protection under one roof®

Stock No. 25138

FAMILY CAR POLICY

This policy is a legal contract between you (the policyholder) and the company. The following Quick Reference is only a brief outline of some important features in your policy and is not the Insurance contract. The policy details the rights and duties of you and your insurance company. Read your policy carefully.

YOUR FAMILY CAR POLICY QUICK REFERENCE**Your Name and Address****Your Car or Trailer****Policy Period****Coverages****Amounts of Insurance**

• See Declarations

Beginning on page

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NO MEXICO COVERAGE**READ THIS WARNING CAREFULLY**

Car accidents in Mexico are subject only to Mexican law. The Republic of Mexico considers a car accident to be both a criminal offense and a civil matter. Car insurance should be secured from a Mexican insurance company to avoid the risk of being jailed and possibly having your insured car impounded.

NO COVERAGE IS PROVIDED UNDER THIS POLICY FOR MEXICO

IF YOU HAVE AN AUTO ACCIDENT OR LOSS

If we are prejudiced by a failure to comply with the following duties, then we have no duty to provide coverage under this policy.

A. Notify Us

Tell us promptly. Give time, place, and details. Include names and addresses of injured persons and witnesses.

B. Other Duties

1. Each person claiming any coverage of this policy must also:

- a. cooperate with us and assist us in any matter concerning a claim or suit.
- b. promptly send us any legal papers received relating to any claim or suit.
- c. have a medical exam at our expense as often as we may reasonably ask. We will select the doctor.
- d. authorize us to obtain medical, employment, vehicle and other records and documents we request, as often as we reasonably ask, and permit us to make copies.
- e. give us a signed, sworn proof of loss within 60 days after we request it. That proof of loss must be accurate and contain each of the following items:
 - (1) the date, time, location and cause of loss;
 - (2) the interest in the property, including liens and other interests;
 - (3) the actual cash value and amount of loss of the property damaged, destroyed or stolen;
 - (4) other insurance that may cover the loss;

(5) changes in title, use or possession of the property during the policy period; and

(6) detailed estimates for repair of the damage.

f. give us written and recorded statements, including those recorded over the telephone, and answer questions under oath when asked by any person we name, as often as we reasonably ask, and sign copies of the answers.

g. cooperate with us and, when asked, assist in:

- (1) making settlements;
- (2) securing and giving evidence; and
- (3) getting witnesses to attend hearings and trials.

h. attend hearings and trials.

i. not, except at their own expense, voluntarily:

- (1) make any payment or assume any obligation to others; or
- (2) incur any expense, other than first aid to others.

j. not voluntarily make any agreement that would be binding on us.

2. Each person claiming Car Damage coverages must also:

- a. take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay fair expenses for such steps.
- b. promptly report the theft of the vehicle to the police.
- c. let us inspect and appraise the damaged vehicle before its repair or disposal.

AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy. We will insure you for the coverages and the limits of liability as shown in the Declarations of this policy.

DEFINITIONS USED THROUGHOUT THIS POLICY

Words in bold type have these defined meanings.

A. **Auto business** means the business of selling, leasing, repairing, servicing, transporting, delivering, testing, road testing, customizing, storing, or parking vehicles.

B. **Bodily injury** means bodily harm, sickness, disease or death of any person. It does not include:

1. any communicable disease, bacteria, fungi, parasite, virus or other organism which are transmitted by any insured to any other person;
2. the exposure to communicable disease, bacteria, fungi, parasite, virus or other organism; or

3. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.

C. **Car** means your insured car and a private passenger car.

D. **Nonowned car** means any car or trailer you do not own while you or a relative are in charge of it. It does not include any car or trailer:

1. furnished or available for the regular use by you or any resident of your household; or
2. if used without the permission of the owner.

E. **Occupying** means in, on, getting into or out of, and in physical contact with.

F. **Private passenger car** means a four wheel car of the private passenger, pickup or van type and designed to carry persons and their luggage.

G. Property damage means damage to or destruction of tangible property. This includes loss of its use.

H. Relative means a person living in your household related to you by blood, marriage or adoption. This includes a ward or foster child. It excludes any person who, or whose spouse, owns a motor vehicle other than an off-road motor vehicle.

I. State means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.

J. Trailer means a vehicle designed to be towed by a car. It does not mean:

1. a farm wagon used to carry persons.
2. a trailer or mechanical device towed by a car and used in a business or occupation other than farming or ranching.
3. a trailer or car top carrier designed to be attached to the roof of a car.
4. another car towed by your insured car.

K. We, us and our means the company shown in the Declarations which provides this insurance.

L. You and your mean the policyholder shown in the Declarations and spouse, if living in the same household.

M. Your insured car means:

1. any vehicle shown in the Declarations.
2. any trailer:
 - a. that you own; or
 - b. while attached to your insured car.
3. any nonowned car.
4. any car or trailer that you do not own while used as a temporary substitute for any other

vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction.

5. any of the following types of vehicles on the date you become the owner:

- a. a private passenger car;
- b. a motor home not used for business purposes; or
- c. a pickup, van, sedan delivery or panel truck type that:
 - (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

This provision (M.5.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. you pay us any additional premium.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days if you wish to add or continue Car Damages Coverages.

If the vehicle you acquire is in addition to any shown in the Declarations and we insure all of your other cars, it will have the broadest coverage we now provide for any vehicle we insure. If we and you both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

PART I - LIABILITY COVERAGE

A. INSURING AGREEMENT

You have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

We will pay compensatory damages an insured person is legally liable for because of bodily injury or property damage as a result of an auto accident due to the ownership, maintenance or use of a car or trailer.

We will defend any suit or settle any claim for damages payable under this policy as we think proper.

However, we will not defend any suit after our limit of liability has been offered or paid.

B. ADDITIONAL DEFINITIONS

1. Insured person or insured persons means:
 - a. you or a relative.
 - b. any person using your insured car.

- c. any other person or organization, but only for legal liability for acts or omissions of:

- (1) any person covered under this Part while using your insured car.
- (2) you or any relative covered under this Part while using any car or trailer other than your insured car. This other car or trailer must not be owned or hired by that person or organization.

Insured person does not mean:

- d. any person, other than a relative, using your insured car without your permission.
- e. any person, other than a relative, using your insured car with your permission, but who exceeds the scope of that permission.

- f. any person using a vehicle without the permission of the person having lawful possession.
- g. any person using a vehicle with the permission of the person having lawful possession but who exceeds the scope of that permission.
- h. the United States of America or its agencies.
- i. any person for bodily injury or property damage due to that person's operation of a vehicle as an employee of the United States government when the provisions of the Federal Tort Claims Act apply.

C. ADDITIONAL PAYMENTS

We will pay, in addition to our limit of liability:

- 1. all costs we incur in the settlement of any claim or defense of any suit.
- 2. prejudgment interest on damages awarded in any suit we are obligated to pay. We will not pay any such interest that accrues after such time that we make an offer to pay our limit.
- 3. interest accruing on our share of the amount of any judgment between the time the judgment is entered and the time we pay, tender or deposit in court that part of the judgment that does not exceed our limit of liability.
- 4. premiums on bonds requested by us in any suit we defend. But we will not pay the premium for bonds over our limit of liability. We need not apply for or furnish any bond.
- 5. charges up to \$250 for a bail bond required due to an auto accident, including related traffic law violations, causing bodily injury or property damage covered by this Part. We have no obligation to apply for or furnish such a bond.
- 6. loss of wages or salary up to \$250 a day, but not other income, when we ask you to attend trials or hearings.
- 7. expenses incurred by an insured person for first aid to others at the time of an auto accident involving your insured car.
- 8. any other reasonable expenses incurred at our request.

D. EXCLUSIONS

We will not pay for:

- 1. bodily injury or property damage arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
- 2. bodily injury or property damage which was caused intentionally by any person, even if the actual injury or damage is different than that which was expected or intended.
- 3. bodily injury or property damage when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.

- 4. bodily injury to an employee of an insured person arising in the course of employment. But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law.

- 6. bodily injury or property damage arising out of auto business operations. But this exclusion does not apply to the ownership, maintenance or use of your insured car in auto business operations by you, a relative, any partner or employee of you or a relative.

- 6. damage to property owned by, or in the charge of, an insured person.

- 7. damage to property rented to an insured person except a residence or private garage.

- 8. bodily injury or property damage arising out of the ownership, maintenance or use of any:

- a. motorized vehicle with less than four wheels;
- b. recreational all terrain vehicle regardless of the number of wheels; or
- c. vehicle designed for use off public roads.

- 9. bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle, other than your insured car, which is owned by or furnished or available for regular use by you or a relative.

- 10. bodily injury to:

- a. any person injured while operating your insured car;
- b. you or a relative; or
- c. any person related to and residing in the household of the operator.

- 11. bodily injury or property damage occurring while your insured car is rented or leased to others.

- 12. bodily injury or property damage occurring in or resulting from any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.

- 13. punitive or exemplary damages, fines or penalties, or court order restitution as a result of civil actions.

E. LIMITS OF LIABILITY

- 1. The limits of liability shown in the Declarations apply, subject to the following:

- a. the bodily injury liability limit for "each person" is the maximum for bodily injury sustained by one person in any one occurrence.
- b. subject to the bodily injury liability limit for "each person", the bodily injury liability limit for "each occurrence" is the maximum for bodily injury sustained by two or more persons in any one occurrence.

c. the property damage liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.

2. The limits of liability are the most we will pay regardless of the number of:

- a. Insured persons;
- b. claims made;
- c. vehicles or premiums shown on the Declarations; or
- d. vehicles involved in the loss.

3. A car and attached trailer are considered as one car.

4. No one will be entitled to duplicate payments for the same elements of loss. Any amount we pay under this Part to or for an injured person will be reduced by any payment made to that person under any Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

F. ADDITIONAL CONDITIONS

1. Out Of State Coverage.

This policy conforms to any motor vehicle insurance law to which an insured person is subject by using a car in any state. But, any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. In no event shall a person collect more than once for the same element of loss.

2. Other Insurance.

a. Other Policies Issued By Us

If two or more auto liability insurance policies are issued to you by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

b. Other Liability Coverage From Other Sources

If there is other auto liability insurance for a loss covered by this Part, we will pay our share according to this policy's proportion of the total of all liability limits. But any insurance provided under this Part for a vehicle you do not own is excess over any other collectible auto liability insurance.

3. Conformity With Financial Responsibility Laws.

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the required coverage. You agree to repay us for any payment we would not have had to make except for this agreement.

PART II - CAR DAMAGE COVERAGES

A. INSURING AGREEMENT

We will pay for loss of or damage to your insured car and its equipment, less the deductible, if the coverage is shown in the Declarations for:

1. Comprehensive Coverage.

Under this coverage, we will pay for loss not caused by collision. We also pay for loss caused by breakage of glass, fire, explosion, and colliding with a bird, animal, missile or falling object.

If you have a Comprehensive deductible and your windshield is repaired instead of replaced, the deductible, if any, will be waived. If the repair fails, your windshield will be replaced, however, the Comprehensive deductible, if any, will be applied.

2. Collision Coverage.

Under this coverage, we will pay for loss due to the collision of your insured car with another object or upset of your insured car. If breakage of glass results from a collision, you may have us treat it as a loss caused by collision. The first \$100 of your deductible shall not apply to loss caused by a collision of your insured car with another vehicle insured by us. But the entire deductible applies if the other vehicle is owned by, or in the charge of, you or a member of your household.

B. ADDITIONAL DEFINITIONS

As used in this Part only:

1. Loss means direct and accidental loss of or damage to your insured car and its equipment. Loss does not mean any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.

C. ADDITIONAL COVERAGES

1. Transportation Expenses.

a. We will pay up to \$20 per day, but no more than \$600, for the cost of transportation you incur if your insured car is stolen and we provide Comprehensive coverage.

b. This coverage:

- (1) begins 48 hours after the theft is reported to us and the police; and
- (2) ends when you get your insured car back after being repaired, if necessary, or when we pay or offer to pay for the loss.

2. The following additional coverages apply only if you have Comprehensive or Collision Coverage in effect under this policy and the loss is covered by Comprehensive or Collision.

a. Electronic Media.

We will pay up to \$200 in any one loss to tapes, discs and other electronic media

used with equipment permanently installed in your insured car.

- b. **Portable Electronic Equipment.**
We will pay up to \$300 in any one loss to portable electronic equipment including cellular phones, global positioning systems (GPS), satellite radio, portable compact disc (CD) players, or digital video disc (DVD) players.

- c. **Clothing and Luggage.**
We will pay up to \$200 in any one loss of clothing and personal luggage, including its contents, belonging to you or a relative while it is in or on your insured car. This additional coverage does not apply if the insured car is a travel trailer.

D. EXCLUSIONS

We will not pay for:

1. loss to your insured car while used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons.
2. loss caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution, or by nuclear reaction, radiation, or radioactive contamination, or their consequences.
3. loss to sound recording or reproducing tapes, discs or other similar electronic media except as provided in C.2.a., ADDITIONAL COVERAGES above.
4. loss to any electronic equipment, including its accessories, that reproduces, receives or transmits audio, visual or data signals. This includes, but is not limited to:
 - a. radios and stereos;
 - b. tape decks;
 - c. compact disc systems;
 - d. navigation systems;
 - e. Internet access systems;
 - f. personal computers;
 - g. video entertainment systems;
 - h. telephones;
 - i. televisions;
 - j. two-way mobile radios;
 - k. "ham" radios;
 - l. scanning monitor receivers; or
 - m. citizens band radios.
 This exclusion does not apply to electronic equipment which is permanently installed in an opening of your insured car normally used by the motor vehicle manufacturer.
5. loss to the following equipment unless it is provided by the motor vehicle manufacturer:
 - a. special or custom paint finishes.
 - b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers.
 - c. any equipment which changes the use or appearance of the interior of your insured car, which may include swivel

chairs, appliances, furniture, special carpeting, bars, or paneling.

- d. any equipment which mechanically or structurally changes your insured car, or results in an increase in performance or change in appearance.
6. loss to a van for:
 - a. any furnishings, carpeting, and other household equipment built into the van;
 - b. any height-extending roof-mounted on the van; or
 - c. any customized painting and decorating applied to the van.
7. loss to a camper body or trailer owned by you or a relative and not described in the Declarations. But coverage does apply to a camper body or trailer ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.
8. loss to any equipment or accessories of a motor home, pick-up camper body, or camper trailer unless permanently attached to the vehicle.
9. loss resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the loss results from the total theft of your insured car.
10. a vehicle not owned by you when used in auto business operations.
11. loss during any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.
12. loss to your insured car while it is rented or leased to others.
13. loss due to the seizure of any vehicle by any governmental authority.
14. loss to any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
15. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.

E. LIMITS OF LIABILITY

1. Our limit of liability for loss shall not exceed the least of:
 - a. the actual cash value of the stolen or damaged property; or
 - b. the amount necessary to repair or replace the property. The amount necessary to repair or replace the property does not include any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.

2. The amount necessary to repair or replace the property is determined by one of the following:
 - a. the amount necessary to repair or replace agreed upon by you and us;
 - b. a competitive bid approved by us; or
 - c. an estimate based upon prevailing competitive prices. Prevailing competitive prices are the prices charged by a statistically significant number of repair facilities in the area where your insured car is to be repaired, as determined by us. Upon your request, we will identify facilities that will perform the repairs for the prevailing competitive price.
3. If the amount necessary to repair or replace the property is in excess of its actual cash value, we may, if you agree, pay the decrease in the value of the damaged property caused by the loss.
4. There is a \$1,000 limit for a trailer not owned by you or a relative.
5. An adjustment for depreciation and physical condition will be made in determining actual cash value, except as provided in paragraph C.2., ADDITIONAL COVERAGES above.
6. If a repair or replacement results in betterment of the part, we will not pay for the amount of the betterment.
7. Any amount paid or payable for damage to your insured car under the Liability coverage of any policy issued by us shall be deducted from any amounts payable under this Part.

F. PAYMENT OF LOSS

1. We may pay the loss in money or repair or replace damaged or stolen property. We may, at any time before the loss is paid or the property is replaced, return any stolen property either to you or to the address shown in the Declarations, with payment for the resulting damage. We may keep all or

part of the property at the agreed or appraised value.

2. You or we may demand appraisal of the loss. Each will appoint and pay a competent and impartial appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by any two appraisers will determine the amount payable.

G. ADDITIONAL CONDITIONS

1. **No Benefit To Bailee**
A carrier or other bailee for hire liable for loss to your insured car is excluded from coverage.
2. **Other Insurance**
If there is other similar insurance for a loss covered by this Part, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance afforded under this Part for a vehicle you do not own is excess over any other similar insurance.
3. **Loss Payable Clause**
 - a. Loss or damage shall be paid to you and the lienholder shown in the Declarations. The insurance covering the interest of the lienholder shall apply unless invalidated by you or your relatives fraudulent acts or omissions. We have the right, however, to cancel this policy as shown in the Cancellation and Nonrenewal Endorsement. Cancellation shall terminate this agreement with respect to the lienholder's interest. When we cancel, we will give the lienholder at least 10 days notice.
 - b. When we pay the lienholder, we are entitled to the extent of the payment, to the lienholder's rights of recovery.

GENERAL CONDITIONS

Unless otherwise noted, the following conditions apply to all coverages of this policy.

1. **Assignment**
Interest in this policy may be assigned only with our written consent. But, if the named insured shown in the Declarations or the spouse living in the same household dies, the policy will cover:
 - a. the survivor;
 - b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
 - c. any person with proper custody of your insured car until a legal representative is appointed.
2. **Bankruptcy**
Bankruptcy or insolvency of an insured has no effect on our policy obligations.

3. **Cancellation or Nonrenewal.**
(see separate endorsement)

4. **Changes**
This policy includes all the agreements between you and us relating to this insurance. No change or waiver may be made in this policy except by endorsement, new Declarations or new policy issued by us.

Any facts known by our agent are facts known by us.

The premium for each term of this policy is determined by information we received from you or other sources at the inception of that policy term. If there is any change to the information used to develop the policy premium, we may adjust your premium on a pro rata basis. If a

premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

The factors that affect your premium include, but are not limited to:

- a. the rates in effect;
- b. the coverages, deductibles, or limits selected;
- c. the type of vehicle you insure with us;
- d. the territory where your insured car is used;
- e. how your insured car is used;
- f. drivers of your insured car and non-drivers who are members of your household;
- g. discounts or other premium credits; or
- h. accidents and/or violation history and charges.

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of a subsequent edition of your policy or an amendatory endorsement.

5. Concealment Or Fraud

With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

6. Cooperation

Any person claiming any coverage under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit.

7. Our Recovery Rights

If we pay under this policy, we are entitled to all the rights of recovery of the person to or for whom payment was made. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to harm our rights.

When we make a payment under this policy to or for a person who also collects from another, the

amount collected from the other shall be repaid to us to the extent of our payment.

8. Policy Period

Each policy period will begin and end at 12:01 A.M. standard time at your address as shown in the Declarations. The premiums shown in the Declarations is for the first policy period. We will compute the premium for each policy period based on our manuals.

This policy may be continued for successive policy periods by the payment of the required premium on or before the effective date of each policy period. If the premium is not paid when due, this policy will terminate at the end of the last policy period for which the premium was paid.

9. Suit Against Us

We may not be sued unless all the terms of this policy are complied with. We may not be sued under the liability coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. We may not be sued under the Uninsured Motorist coverage on any claim that is barred by the tort statute of limitations. No person or organization has any right under this policy to bring us into any action to determine the liability of a person we insure.

10. Terms Of Policy Conform To Statute

Terms of this policy which are in conflict with the statutes of the state in which this policy is issued are changed to conform to those statutes.

11. Territory

This policy covers only auto accidents, occurrences, and losses which occur:

- a. within the United States of America, its territories or possessions, or Canada, or between their ports; and
- b. during the policy period.

12. Two Or More Cars Insured By Us

If two or more auto insurance policies issued to you by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

This policy is signed at Madison, Wisconsin, on our behalf by our President and Secretary. If it is required by law, it is countersigned on the Declarations by our authorized representative.


President


Secretary

This is not a complete and valid contract without an accompanying DECLARATIONS PAGE.



American Family Mutual Insurance Company and its Subsidiaries

6000 American Parkway

Madison, WI 53783-0001

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U-S Ed, 6/15

Stock No. 25139

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

FAMILY CAR POLICY

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

I. IF YOU HAVE AN AUTO ACCIDENT OR LOSS
Introductory sentence is removed and replaced with:

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

II. DEFINITIONS USED THROUGHOUT THIS POLICY is changed as follows:

A. The following definitions are added:

1. American Family Insurance Group of companies means one or more of the following:

- a. American Family Mutual Insurance Company;
- b. American Standard Insurance Company of Wisconsin;
- c. American Family Insurance Company;
- d. American Standard Insurance Company of Ohio;
- e. any affiliates.

2. Any Person means any human being, including the insured person and any class of persons.

B. The definition of your Insured car is removed and replaced with:

M. Your insured car means:

- 1. any vehicle you own shown in the Declarations of this policy.
- 2. any trailer:
 - a. that you own; or
 - b. while attached to your insured car
- 3. any car or trailer that you do not own while used as a temporary substitute for any vehicle described in M.1. or M.2. of this definition which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.
- 4. any of the following types of vehicles on the date you become the owner:
 - a. a private passenger car;
 - b. a motor home not used for business purposes; or
 - c. a pickup, van, sedan delivery or panel truck type that:
 - (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and

- (2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

This provision (M.4.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. you pay us any additional premium.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days.

If the vehicle you acquire is in addition to any shown in the Declarations and we insure all of your other cars, it will have the broadest coverage we now provide you for any of your vehicles we insure. If we and you both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

III. PART I - LIABILITY COVERAGE is changed as follows:

A. INSURING AGREEMENT is deleted and replaced with:

You have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

Subject to the provisions contained within your Family Car Policy and as amended by any endorsement, we will pay compensatory damages an insured person is legally liable for because of bodily injury or property damage as a result of an auto accident:

- a. due to the ownership, maintenance or use of your insured car;
- b. any nonowned car; or
- c. while operating a motor home you do not own and not used for business purposes.

We will defend any suit or settle any claim for damages payable under this policy as we think proper.

HOWEVER, WE WILL NOT DEFEND ANY SUIT AFTER OUR LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

B. Paragraph D. EXCLUSIONS is removed and replaced with:

D. EXCLUSIONS

This coverage does not apply to:

1. **bodily injury or property damage** arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared expense car pools or the charitable carrying of persons.
2. **bodily injury or property damage** when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.
3. **bodily injury or property damage** arising out of auto business operations. But this exclusion does not apply to the ownership, maintenance or use of your insured car in auto business operations by you, a relative, any partner or employee of you or a relative.
4. **bodily injury or property damage** arising out of the ownership, maintenance or use of any:
 - a. motorized vehicle with less than four wheels;
 - b. recreational all terrain vehicle regardless of the number of wheels; or
 - c. vehicle designed for use off public roads.
5. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle, other than your insured car, which is owned by or furnished or available for regular use by you or a relative.
6. **bodily injury to:**
 - a. any person injured while operating any car;
 - b. you or a relative; or
 - c. any person related to and residing in the household of the operator.

This exclusion only applies to the extent the limits of liability of this policy exceed the limits required by the Missouri Motor Vehicle Financial Responsibility Law.
7. **bodily injury or property damage** occurring while your insured car is rented or leased to others.
8. **bodily injury or property damage** occurring while using a vehicle;
 - a. to participate in, prepare for, or practice for any spontaneous, organized or agreed-upon contest or demonstration involving:
 - (1) racing;
 - (2) high-performance driving;
 - (3) hill-climbing;
 - (4) jumping;
 - (5) demolition;
 - (6) off-roading;
 - (7) stunts; or
 - (8) speed; or

b. at a track or course designed or used for any of the activities listed in 8.a.(1) - 8.a.(8) above.

9. **bodily injury** to an employee of an insured person arising in the course of employment. But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law.
10. **damage to property owned by, or in the charge of, an insured person.**
11. **damage to property rented to an insured person except a residence or private garage.**
12. **punitive or exemplary damages and any interest thereon, fines or penalties, or court ordered restitution.**
13. **bodily injury or property damage** which was caused intentionally by any person, even if the actual injury or damage is different than that which was expected or intended.

If a court with proper jurisdiction determines an exclusion is invalid or unenforceable because it does not satisfy the minimum requirements of the Missouri Motor Vehicle Financial Responsibility Law, the exclusion will apply only to the extent the limits of liability of this policy exceed the limits required by the Missouri Motor Vehicle Financial Responsibility Law.

C. Paragraph E. 2. LIMITS OF LIABILITY is deleted and replaced with the following:

1. The limits of liability shown in the Declarations apply, subject to the following:
 - a. the **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
 - b. subject to the **bodily injury** liability limits for "each person," the **bodily injury** liability limits for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
 - c. The **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
2. The limits of liability are the most we will pay regardless of the number of:
 - a. **insured persons;**
 - b. **claims made;**
 - c. **vehicles or premiums shown on the declarations**
 - d. **vehicles involved in the loss; or**

e. policies issued to you or a relative by us or any other member company of the American Family Insurance Group of companies.

Coverages on more than one vehicle insured with us or any other member company of the American Family Insurance Group of companies cannot be added, combined or stacked together.

C. A car and attached trailer are considered as one car.

D. No one will be entitled to duplicate payments for the same elements of loss. Any amount we pay under this Part to or for an injured person will be reduced by any payment made to that person under any other Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

5. NO STACKING, COMBINATION OR AGGREGATION OF LIABILITY COVERAGES IS ALLOWED UNDER THIS POLICY. ANY LIABILITY COVERAGE THAT IS REQUIRED TO BE STACKED UNDER THE LAW WILL BE REDUCED TO THE MANDATORY MINIMUM LIMITS REQUIRED UNDER THE LAW.

D. Paragraph F.2. ADDITIONAL CONDITIONS is deleted and replaced with the following:

2. Other Insurance.

a. Other Policies Issued By Us

If two or more auto liability insurance policies are issued to you or a relative by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

b. Other Liability Coverage From Other Sources

If there is other valid and collectible automobile liability protection or insurance available from a source other than a policy issued to you or a relative by us or any member company of the American Family Insurance Group of companies, we will pay our share according to this policy's proportion of the total of all liability limits. Subject to the anti-stacking provisions in E.2., any insurance provided under this Part for a vehicle you do not own is excess over any such insurance.

IV. PART II - CAR DAMAGE COVERAGES is changed as follows:

A. Paragraph B.1., ADDITIONAL DEFINITIONS, is deleted and replaced with the following:

1. Loss means direct and accidental loss of or damage to your insured car or a nonowned car and its equipment. Loss

does not mean any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.

B. The following is added to Paragraph C: ADDITIONAL COVERAGES:

3. Custom Vehicle Coverage

We will pay up to \$1,000 for custom vehicle equipment installed in or on your insured car that was not furnished or supplied by the motor vehicle manufacturer. This amount is excess over any limit shown in the Declarations for Additional Customized Vehicle Coverage.

C. Paragraph D.5. EXCLUSIONS, is deleted and replaced with the following:

5. Loss to the following equipment unless it is furnished or supplied by the motor vehicle manufacturer:

a. special or custom paint finishes;
b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers;

c. any equipment which changes the use or appearance of the interior of your insured car, which may include swivel chairs, appliances, furniture, special carpeting, bars, or paneling; or

d. any equipment which mechanically or structurally changes your insured car, or results in an increase in performance or change in appearance except as provided in C.3., ADDITIONAL COVERAGES above.

This exclusion does not apply to a cap, cover or badliner in or on your insured car which is a pickup.

D. Paragraph D.6. EXCLUSIONS, is deleted and replaced with the following:

6. Loss to a van for:

a. any furnishings, carpeting, and other household equipment built into the van;

b. any height-extending roof mounted on the van; or

c. any customized painting and decorating applied to the van

except as provided in C.3., ADDITIONAL COVERAGES above.

V. GENERAL CONDITIONS is changed as follows:

A. Paragraph 5. Concealment Or Fraud is deleted and replaced with the following:

5. Concealment Or Fraud

There is no coverage under this policy if you or any person insured under this policy have:

a. intentionally concealed or misrepresented any material fact or circumstance;

b. engaged in fraudulent conduct; or
 c. made false statements;
 relating to this insurance.
 Except for claims made by innocent third
 parties for coverage up to the minimum
 limits, we may void this policy due to an
 intentional misrepresentation, conceal-
 ment, or an incorrect statement of a
 material fact in connection with a claim,
 even after the occurrence of an accident or
 loss. This means that we will not be liable
 for any claims or damages that would
 otherwise be covered. If we void a policy in
 accordance with this provision it will be
 voided from its inception.

After the loss, we will void coverage for
 future losses except for claims made by

innocent third parties up to the minimum
 limits as required by the Missouri Motor
 Vehicle Financial Responsibility Law.

B. Paragraph 12. Two Or More Cars Insured By
 Us, is deleted and replaced with the following:

12. Two Or More Cars Insured By Us:
 If two or more auto insurance policies
 issued to you or a relative by us or any
 other member company of the American
 Family Insurance Group of companies
 apply to the same auto accident, the total
 limits of liability under all such policies
 shall not exceed the highest limit of liability
 under any one policy.

This provision does not apply to Uninsured
 Motorist Coverage provided to you or a
 relative.

All other terms, agreements, conditions, and provisions remain unchanged.

**SPECIAL PROVISIONS FOR AMERICAN FAMILY MUTUAL
INSURANCE COMPANY POLICYHOLDERS**

1. MEMBERSHIP, VOTING AND PARTICIPATION

While this policy is in force, you are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote either in person or by proxy at its meetings. If any dividends are distributed, you will share in them according to law and under conditions set by the Board of Directors.

2. ANNUAL MEETINGS

The Annual Meetings are held at its Home Office in Madison, Wisconsin on the first Tuesday of March at 2:00 P.M., Central Standard Time. Printed notice in this policy shall be sufficient as to notification.

3. POLICY NON-ASSESSABLE

This policy is non-assessable. You are not subject to any assessment beyond the premiums we require for each policy period.

All other terms, agreements, conditions, and provisions remain unchanged.

END, 10 Ed. 6/05

Block No. 25197

CANCELLATION AND NONRENEWAL ENDORSEMENT - MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

A. ADDITIONAL DEFINITIONS

1. Your insured car means your insured cycle if this endorsement is attached to a cycle policy issued by us.

B. The following is added to GENERAL CONDITIONS

3. Cancellation and Nonrenewal

a. Cancellation Of Policies In Effect For Less Than 60 Days

- (1) The named insured shown in the Declarations may cancel this policy by returning it to us or by advising us when at a future date cancellation is to be effective.
- (2) We may cancel this policy for any reason by mailing notice of cancellation to the named insured at the address shown in the Declarations not less than 10 days prior to the effective date of cancellation.

b. Cancellation Of Policies In Effect For 60 Days Or More

- (1) If your policy has been in effect for 60 days or more or is a renewal or continuation policy, we will cancel only:

- (a) For non-payment of premium; or
 - (b) For suspension, revocation, or expiration of your driver's license or that of a principal operator who either lives in your household or customarily operates your insured car.
- If the driver's license of any driver other than the person named on the Declarations or the principal driver is expired, suspended, or revoked, we may issue an exclusion providing by name that coverage will not be provided while that person is operating the vehicle.

However, these limitations on our right to cancel do not apply if a company we own or manage indicates its willingness to issue a new policy.

- (2) We may cancel by mailing notice of the cancellation to the named insured at the address shown in the Declarations:

- (a) Not less than 10 days prior to the effective date of cancellation for non-payment of premium; or
- (b) At least 30 days prior to the effective date of cancellation for any other reason.

c. Non-renewal

- (1) This policy will automatically terminate at the end of the policy period if you or your representative does not accept our offer to renew it. Your failure to pay the required renewal premium when due means that you have declined our offer.
- (2) If we decide not to renew this policy, we will mail to the named insured at the address shown in the Declarations notice of non-renewal not less than 30 days before the end of the policy period.

d. Other Cancellation and Nonrenewal Provisions

- (1) Proof of mailing any notice shall be sufficient proof of notice.
- (2) Coverage under this policy will terminate on the effective date and hour stated on the notice of cancellation or nonrenewal.
- (3) If this policy is cancelled, you may be entitled to a premium refund. Your return premium, if any, will be calculated on a pro rata basis and will be sent to the named insured shown in the Declarations as soon as possible. The making or offering to make a refund is not a condition of cancellation.

All other terms, agreements, conditions, and provisions remain unchanged

UNINSURED MOTORIST COVERAGE - MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Uninsured Motorist Coverage is shown in the Declarations.

A. IF YOU HAVE AN AUTO ACCIDENT OR LOSS

The following is added:

1. If a hit-and-run vehicle is involved, any person claiming Uninsured Motorist Coverage must notify the police within 24 hours and us within 30 days.
2. If there is no contact with the hit-and-run vehicle, the facts of the accident must be independently corroborated by competent evidence other than the testimony of any person having an Uninsured Motorist claim resulting from the accident.

B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

a. Insured person or insured persons means:

- (1) you or a relative.
- (2) anyone else occupying your insured car.
- (3) anyone entitled to recover damages due to bodily injury to you, a relative, or another occupant of your insured car.

But the following are not insured persons:

- (1) any person, other than a relative, using your insured car without your permission.
- (2) any person, other than a relative, using your insured car with your permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

b. Uninsured motor vehicle means a motor vehicle which is:

- (1) not insured by a bodily injury liability bond or policy at the time of the accident.
- (2) insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which your insured car is principally garaged.
- (3) a hit-and-run vehicle whose operator or owner is unknown and which causes bodily injury to an insured person.

(4) insured by a bodily injury liability bond or policy at the time of the accident but the company:

- (a) denies coverage and maintains that denial; or
- (b) is or becomes insolvent within two years after the accident.

Uninsured motor vehicle, however, does not mean a vehicle:

- (1) owned by or furnished or available for the regular use of you or any resident of your household.
- (2) owned or operated by a self-insurer as considered by any financial responsibility law, motor carrier law, or similar law.
- (3) owned or operated by a governmental unit or agency.
- (4) operated on rails or crawler-treads.
- (5) designed for use off public roads except while on public roads.
- (6) parked for camping or housekeeping purposes.

b. Your insured car means your insured cycle if this endorsement is attached to a cycle policy issued by us.

C. INSURING AGREEMENT

1. We will pay compensatory damages for bodily injury which an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle.
2. The bodily injury must:
 - a. be sustained by an insured person;
 - b. be caused by an accident; and
 - c. arise out of the ownership, maintenance, or use of an uninsured motor vehicle.
3. If any suit is brought by you to determine liability or damages, the owner or operator of the uninsured motor vehicle must be made a defendant and you must notify us of the suit. We are not bound by any resulting judgment without our written consent.

D. EXCLUSIONS

1. We do not provide coverage for bodily injury sustained by any insured person:
 - a. while occupying, or when struck by, a motor vehicle that is not insured for this coverage under this policy if it is owned by you or any resident of your household.
 - b. who makes or whose legal representative makes a settlement without our written consent.
 - c. while occupying your insured car when used to carry persons for a charge. This

exclusion does not apply to shared-expense car pools or the charitable carrying of persons.

d. occurring in any organized or agreed-upon racing or speed contest or demonstration.

2. This coverage does not apply to punitive or exemplary damages or any interest thereon, fines or penalties, or court ordered restitution.

3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

If any uninsured motorist insurance law or financial responsibility law determines that any exclusion is unenforceable, we will provide only the minimum limits required by that law. If any other insurance provides coverage up to the minimum limits required, the provisions of this coverage remain unchanged.

E. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:

a. the bodily injury liability limit for "each person" is the maximum for all damages sustained by all persons as the result of bodily injury to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.

b. subject to the bodily injury liability limits for "each person," the bodily injury liability limits for "each occurrence" is the maximum for bodily injury sustained by two or more persons in any one occurrence.

2. The limits of liability for this coverage are the most that we will pay regardless of the number of:

a. Insured persons;

b. claims made; or

c. vehicles involved in the accident.

3. The limits of liability of this coverage will be reduced by:

a. payments made by or on behalf of the owner or operator of the uninsured motor vehicle or organization which may be legally liable.

b. payments under the liability coverage of this policy.

c. payments made or amount payable because of the bodily injury under any worker's compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.

4. No Insured person will be entitled to receive duplicate payments for the same elements of loss. Any amount we pay under this coverage to or for an Insured person will be reduced by any payment made to that person under any other coverage of this policy.

5. However, in no event shall the amount we pay to the Insured person be reduced below the Missouri Motor Vehicle Financial Responsibility Law minimum limit.

F. OTHER INSURANCE

If there is other similar insurance, not provided by us, on a loss covered by this endorsement, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance provided by this endorsement for an Insured person while occupying a vehicle you do not own is excess over any other similar insurance.

All other terms, agreements, conditions and agreements remain unchanged.

UNDERINSURED MOTORIST COVERAGE - MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Underinsured Motorist Coverage is shown in the Declarations.

A. DEFINITIONS

1. As used in this endorsement:

a. **Insured person or Insured persons** means:

- (1) you or a relative;
- (2) anyone else occupying your insured car;
- (3) anyone entitled to recover damages due to bodily injury to you, a relative, or another occupant of your insured car.

But the following are not Insured persons:

- (1) any person, other than a relative, using your insured car without your permission.
- (2) any person, other than a relative, using your insured car with your permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

b. **Underinsured motor vehicle** means a motor vehicle which is insured by a liability bond or policy at the time of the accident which provides bodily injury liability limits less than the limits of liability of this underinsured motorists coverage. Underinsured motor vehicle, however, does not mean a vehicle:

- (1) Insured under the Liability Coverage of this policy.
- (2) Insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which your insured car is principally garaged.
- (3) owned by or furnished or available for the regular use of you or a resident of your household.
- (4) owned or operated by a governmental unit or agency.
- (5) operated on rails or crawler-treads.
- (6) designed primarily for use off public roads except while on public roads.
- (7) parked for camping or housekeeping purposes.
- (8) owned or operated by a self-insurer as considered by any financial

responsibility law, motor carrier law, or similar law.

(9) which is insured by a bodily injury liability bond or policy at the time of the accident, but the bonding or insuring company:

- (a) denies coverage and maintains that denial; or
- (b) is or becomes insolvent within two years of the accident.

c. **Your insured car means your insured cycle** if this endorsement is attached to a cycle policy issued by us.

B. INSURING AGREEMENT

1. Subject to the provisions contained within each section of this endorsement, we will pay compensatory damages for bodily injury which an Insured person is legally entitled to recover from the owner or operator of an underinsured motor vehicle. The amount of compensatory damages we will pay will never exceed the underinsured motorist coverage limits of liability shown on the Declarations minus any payment or reduction set forth in Section D.3. LIMITS OF LIABILITY.

2. The bodily injury must:

- a. be sustained by an Insured person;
- b. be caused by an accident; and
- c. arise out of the ownership, maintenance, or use of an underinsured motor vehicle.

3. If any suit is brought by you to determine liability or damages, the owner or operator of the underinsured motor vehicle must be made a defendant and you must notify us of the suit. We are not bound by any resulting judgment without our written consent.

4. We will pay under this coverage only after all the limits of liability under any bodily injury bonds or policies have been exhausted by payment of judgments or settlements.

C. EXCLUSIONS

1. We do not provide coverage for bodily injury sustained by any Insured person:

- a. while occupying, or when struck by, a motor vehicle which is owned by or furnished or available for regular use by you or any resident of your household that is not insured for this coverage under this policy.
- b. who makes or whose legal representative makes a settlement without our written consent.
- c. while occupying your insured car when used to carry persons or property for a charge. This exclusion does not apply to

- shared-expense car pools or the charitable carrying of persons.
- d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
- 2. This coverage does not apply to punitive or exemplary damages or any interest thereon, fines or penalties, or court-ordered restitution. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

D. LIMITS OF LIABILITY

1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
 - a. the bodily injury liability limit for "each person" is the maximum for all damages sustained by any person as the result of bodily injury to that person in any one accident, including but not limited to damages for care, loss of consortium, loss of services or death.
 - b. subject to the bodily injury liability limits for "each person", the bodily injury liability limits for "each accident" is the maximum for bodily injury sustained by two or more persons in any one accident.
2. The limits of liability for this coverage minus any reductions or offsets set forth in this endorsement are the most that we will pay regardless of the number of:
 - a. Insured persons;
 - b. claims made;
 - c. claimants;
 - d. vehicles or premiums shown in the Declarations;
 - e. vehicles involved in the accident; or
 - f. policies issued to you or a relative by us or any other member company of the American Family Insurance Group of companies.

The limits of liability shown in the Declarations may not be added, combined or stacked with the limits shown in the Declarations for any other policy to determine the maximum limits available for each person or for each occurrence.

THIS MEANS THAT NO STACKING, COMBINATION OR AGGREGATION OF UNDERINSURED MOTORIST COVERAGES IS ALLOWED UNDER THIS POLICY.

3. The limits of liability of this coverage will be reduced by:
 - a. all payments made by or on behalf of the owner or operator of the underinsured motor vehicle or organization which may be legally liable.
 - b. all payments made under the liability coverage of this policy.

- c. all payments made or amount payable because of the bodily injury under any worker's compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.

4. No insured person will be entitled to receive duplicate payments for the same elements of loss. Any amount we pay under this coverage to or for an insured person will be reduced by any payment made to that person under any other coverage of this policy.

E. OTHER INSURANCE

The other insurance language is subject to the anti-stacking provisions in Section D.2. LIMITS OF LIABILITY.

1. Other Policies Issued by Us

For the same motor vehicle accident, if there is underinsured motorist coverage under more than one policy issued to you or a relative by us or any member company of the American Family Insurance Group of companies, only the policy with the highest underinsured motorist coverage limits of liability will provide underinsured motorist coverage subject to the reductions provided for in the "Limits of Liability" section. If two or more such policies have the same highest underinsured motorist coverage limits of liability, then only one such policy chosen by us will provide underinsured motorist coverage subject to the reductions provided for in the "Limits of Liability" section.

2. Other Coverage From Other Sources

If there are any limits of liability remaining after applying the reductions provided for in the "Limits of Liability" section of this endorsement and if there is underinsured motorist insurance from a policy not issued to you or a relative by us or any other member company of the American Family Insurance Group of companies, the following applies:

- a. for an insured person while occupying a vehicle listed on the Declarations of this policy, we will pay our share according to this policy's proportion of the total remaining limits to the remaining limits of all underinsured motorist insurance provided by other insurance policies.
- b. for an insured person while occupying a vehicle you do not own, coverage under this endorsement is excess over all other underinsured motorist insurance provided by all other insurance policies.
- c. for an insured person while injured as a pedestrian, coverage under this endorsement is excess over all other underinsured motorist insurance provided by all other insurance policies.

All other terms, agreements, conditions and agreements remain unchanged.

**MISSOURI PROPERTY AND CASUALTY
INSURANCE GUARANTY ASSOCIATION ENDORSEMENT**

KEEP WITH YOUR POLICY

If you are a Missouri resident or have property permanently located in Missouri and have purchased property, casualty or liability insurance from any insurer licensed to do business in Missouri, you are protected in the event that the insurer becomes insolvent. This protection, subject to certain limits and exclusions, is provided by the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association).

If you have a covered claim, the Association will pay:

1. up to your policy limits but not more than \$300,000 for all claims under all policies issued to you by the same insurer,
2. the full amount of any covered claim arising out of a policy of Workers Compensation Insurance.

No claims will be considered a covered claim if the insured has a net worth of more than \$25,000,000 on the date the insurer becomes insolvent.

All other terms, agreements, conditions, and provisions remain unchanged.

1816-CV00817

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DECLARATIONS
FAMILY CAR POLICY
NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI.
PLEASE READ YOUR POLICY

POLICY NUMBER - 2054-7815-02-72-RPPA-MO
POLICYHOLDER/NAMED INSURED

SHULL, SHERRY

9877 U HWY

ODESSA, MO 64076 7152

FROM 06-21-2016 TO 12-21-2016
EFFECTIVE
ACCT 017-364-817-38

VIN 1G8ZH54831Z260834

SL1

2001 SATURN

VEHICLE SYMBOL 16 CLASS CITY 1 TERRITORY 28

COVERAGES AND LIMITS PROVIDED

BODILY INJURY LIABILITY
\$100,000 EACH PERSON
\$300,000 EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY
\$100,000 EACH OCCURRENCE

ADDITIONAL ENDORSEMENTS THAT APPLY TO YOUR POLICY:

MISSOURI-CHANGES

SPECIAL PROVISION FOR ARMIC POLICYHOLDERS

CANCELLATION AND NON-RENEWAL

UNINSURED MOTORIST - BODILY INJURY ONLY

UNINSURED MOTORISTS COVERAGE - BODILY INJURY ONLY

\$100,000 EACH PERSON

\$300,000 EACH ACCIDENT

UM LIMIT IS REDUCED BY PAYMENT FROM OTHER SOURCES - ENDORSEMENT 55

LIMITS OF LIABILITY

MISSOURI P&C GUARANTY ASSOCIATION

MULTIPLE VEHICLE AND AIR BAG DISCOUNTS HAVE BEEN APPLIED
AUTO AND HOME PREMIUM ADVANTAGE DISCOUNT HAS BEEN APPLIED

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declaration is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED
REPRESENTATIVE

President

Secretary

AGENT 041-180 PHONE (816) 523-8499

TORRENCE LEATHERS AGENCY LLC

221 E 63RD ST

KANSAS CITY, MO 64113-2224





Family Car Policy



All your protection under one roof®

U-5 Ed. 8/16

Stock No. 25138

FAMILY CAR POLICY

This policy is a legal contract between you (the policyholder) and the company. The following Quick Reference is only a brief outline of some important features in your policy and is not the insurance contract. The policy details the rights and duties of you and your insurance company. Read your policy carefully.

YOUR FAMILY CAR POLICY QUICK REFERENCE

Your Name and Address
 Your Car or Trailer
 Policy Period • See Declarations
 Coverages
 Amounts of Insurance

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		Additional Payments	
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Additional Definitions		Additional Conditions	
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Exclusions		GENERAL CONDITIONS	7
Limits of Liability			
Additional Conditions			

NO MEXICO COVERAGE**READ THIS WARNING CAREFULLY**

Car accidents in Mexico are subject only to Mexican law. The Republic of Mexico considers a car accident to be both a criminal offense and a civil matter. Car insurance should be secured from a Mexican insurance company to avoid the risk of being jailed and possibly having your insured car impounded.

NO COVERAGE IS PROVIDED UNDER THIS POLICY FOR MEXICO

IF YOU HAVE AN AUTO ACCIDENT OR LOSS

If we are prejudiced by a failure to comply with the following duties, then we have no duty to provide coverage under this policy:

A. Notify Us.
Tell us promptly. Give time, place, and details. Include names and addresses of injured persons and witnesses.

B. Other Duties

1. Each person claiming any coverage of this policy must also:

- cooperate with us and assist us in any matter concerning a claim or suit;
- promptly send us any legal papers received relating to any claim or suit;
- have a medical exam at our expense as often as we may reasonably ask. We will select the doctor;
- authorize us to obtain medical, employment, vehicle and other records and documents we request, as often as we reasonably ask, and permit us to make copies;
- give us a signed, sworn proof of loss within 60 days after we request it. That proof of loss must be accurate and contain each of the following items:
 - the date, time, location and cause of loss;
 - the interest in the property, including liens and other interests;
 - the actual cash value and amount of loss of the property damaged, destroyed or stolen;
 - other insurance that may cover the loss;

(5) changes in title, use or possession of the property during the policy period; and

(6) detailed estimates for repair of the damage.

f. give us written and recorded statements, including those recorded over the telephone, and answer questions under oath when asked by any person we name, as often as we reasonably ask, and sign copies of the answers.

g. cooperate with us and, when asked, assist in:

- (1) making settlements;
- (2) securing and giving evidence; and
- (3) getting witnesses to attend hearings and trials.

h. attend hearings and trials.

i. not, except at their own expense, voluntarily:

- (1) make any payment or assume any obligation to others; or
- (2) incur any expense, other than first aid to others.

j. not voluntarily make any agreement that would be binding on us.

2. Each person claiming Car Damage coverages must also:

- take reasonable steps after loss to protect the vehicle and its equipment from further loss. We will pay fair expenses for such steps.
- promptly report the theft of the vehicle to the police.
- let us inspect and appraise the damaged vehicle before its repair or disposal.

AGREEMENT

We agree with you, in return for your premium payment, to insure you subject to all the terms of this policy. We will insure you for the coverages and the limits of liability as shown in the Declarations of this policy.

DEFINITIONS USED THROUGHOUT THIS POLICY

Words in bold type have these defined meanings.

A. Auto business means the business of selling, leasing, repairing, servicing, transporting, delivering, testing, road testing, customizing, storing, or parking vehicles.

B. Bodily Injury means bodily harm, sickness, disease or death of any person. It does not include:

1. any communicable disease, bacteria, fungi, parasite, virus or other organism which are transmitted by any insured to any other person;
2. the exposure to communicable disease, bacteria, fungi, parasite, virus or other organism; or

3. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to a person.

C. Car means your insured car and a private passenger car.

D. Nonowned car means any car or trailer you do not own while you or a relative are in charge of it. It does not include any car or trailer:

1. furnished or available for the regular use by you or any resident of your household; or
2. if used without the permission of the owner.

E. Occupying means in, on, getting into or out of, and in physical contact with:

F. Private passenger car means a four wheel car of the private passenger, pickup or van type and designed to carry persons and their luggage.

G. Property damage means damage to or destruction of tangible property. This includes loss of its use.

H. Relative means a person living in your household, related to you by blood, marriage or adoption. This includes a ward or foster child. It excludes any person who, or whose spouse, owns a motor vehicle other than an off-road motor vehicle.

I. State means the District of Columbia, and any state, territory or possession of the United States, and any province of Canada.

J. Trailer means a vehicle designed to be towed by a car. It does not mean:

1. a farm wagon used to carry persons.
2. a trailer or mechanical device towed by a car and used in a business or occupation other than farming or ranching.
3. a trailer or car top carrier designed to be attached to the roof of a car.
4. another car towed by your insured car.

K. We, us and our means the company shown in the Declarations which provides this insurance.

L. You and your mean the policyholder shown in the Declarations and spouse, if living in the same household.

M. Your insured car means:

1. any vehicle shown in the Declarations.
2. any trailer:
 - a. that you own; or
 - b. while attached to your insured car.
3. any nonowned car.
4. any car or trailer that you do not own while used as a temporary substitute for any other

vehicle described in this definition which is out of normal use because of its:

- a. breakdown;
- b. repair;
- c. servicing;
- d. loss; or
- e. destruction.

5. any of the following types of vehicles on the date you become the owner:

- a. a private passenger car;
- b. a motor home not used for business purposes; or
- c. a pickup, van, sedan delivery or panel truck type that:

- (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and
- (2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

This provision (M.5.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. you pay us any additional premium.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days if you wish to add or continue Car Damages Coverages.

If the vehicle you acquire is in addition to any shown in the Declarations and we insure all of your other cars, it will have the broadest coverage we now provide for any vehicle we insure. If we and you both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

PART I - LIABILITY COVERAGE

A. INSURING AGREEMENT

You have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

We will pay compensatory damages an insured person is legally liable for because of bodily injury or property damage as a result of an auto accident due to the ownership, maintenance or use of a car or trailer.

We will defend any suit or settle any claim for damages payable under this policy as we think proper.

However, we will not defend any suit after our limit of liability has been offered or paid.

B. ADDITIONAL DEFINITIONS

1. Insured person or insured persons means:

- a. you or a relative;
- b. any person using your insured car;

c. any other person or organization, but only for legal liability for acts or omissions of:

- (1) any person covered under this Part while using your insured car.
- (2) you or any relative covered under this Part while using any car or trailer other than your insured car. This other car or trailer must not be owned or hired by that person or organization.

Insured person does not mean:

- d. any person, other than a relative, using your insured car without your permission.
- e. any person, other than a relative, using your insured car with your permission, but who exceeds the scope of that permission.

- f. any person using a vehicle without the permission of the person having lawful possession;
- g. any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission;
- h. the United States of America or its agencies;
- i. any person for bodily injury or property damage due to that person's operation of a vehicle as an employee of the United States government when the provisions of the Federal Tort Claims Act apply.

C. ADDITIONAL PAYMENTS

We will pay, in addition to our limit of liability:

1. all costs we incur in the settlement of any claim or defense of any suit;
2. prejudgment interest on damages awarded in any suit we are obligated to pay. We will not pay any such interest that accrues after such time that we make an offer to pay our limit;
3. interest accruing on our share of the amount of any judgment between the time the judgment is entered and the time we pay, tender or deposit in court that part of the judgment that does not exceed our limit of liability;
4. premiums on bonds requested by us in any suit we defend. But we will not pay the premium for bonds over our limit of liability. We need not apply for or furnish any bond;
5. charges up to \$250 for a bail bond required due to an auto accident, including related traffic law violations, causing bodily injury or property damage covered by this Part. We have no obligation to apply for or furnish such a bond;
6. loss of wages or salary up to \$250 a day, but not other income, when we ask you to attend trials or hearings;
7. expenses incurred by an insured person for first aid to others at the time of an auto accident involving your insured car;
8. any other reasonable expenses incurred at our request.

D. EXCLUSIONS

We will not pay for:

1. bodily injury or property damage arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons;
2. bodily injury or property damage which was caused intentionally by any person, even if the actual injury or damage is different than that which was expected or intended;
3. bodily injury or property damage when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.

4. bodily injury to an employee of an insured person arising in the course of employment. But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law;

5. bodily injury or property damage arising out of auto business operations. But this exclusion does not apply to the ownership, maintenance or use of your insured car in auto business operations by you, a relative, any partner or employee of you or a relative;

6. damage to property owned by, or in the charge of, an insured person;

7. damage to property rented to an insured person except a residence or private garage;

8. bodily injury or property damage arising out of the ownership, maintenance or use of any:

- a. motorized vehicle with less than four wheels;

- b. recreational all terrain vehicle regardless of the number of wheels; or

- c. vehicle designed for use off public roads.

9. bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle, other than your insured car, which is owned by or furnished or available for regular use by you or a relative.

10. bodily injury to:

- a. any person injured while operating your insured car;

- b. you or a relative; or

- c. any person related to and residing in the household of the operator.

11. bodily injury or property damage occurring while your insured car is rented or leased to others.

12. bodily injury or property damage occurring in or resulting from any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.

13. punitive or exemplary damages, fines or penalties, or court order restitution as a result of civil actions.

E. LIMITS OF LIABILITY

1. The limits of liability shown in the Declarations apply, subject to the following:

- a. the bodily injury liability limit for "each person" is the maximum for bodily injury sustained by one person in any one occurrence;

- b. subject to the bodily injury liability limit for "each person", the bodily injury liability limit for "each occurrence" is the maximum for bodily injury sustained by two or more persons in any one occurrence.

- c. the property damage liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
- 2. The limits of liability are the most we will pay regardless of the number of:
 - a. insured persons;
 - b. claims made;
 - c. vehicles or premiums shown on the Declarations; or
 - d. vehicles involved in the loss.
- 3. A car and attached trailer are considered as one car.
- 4. No one will be entitled to duplicate payments for the same elements of loss. Any amount we pay under this Part to or for an injured person will be reduced by any payment made to that person under any Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

F. ADDITIONAL CONDITIONS

- 1. Out Of State Coverage.
This policy conforms to any motor vehicle insurance law to which an insured person is subject by using a car in any state. But, any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. In no event shall a person collect more than once for the same element of loss.

2. Other Insurance.

a. Other Policies Issued By Us

If two or more auto liability insurance policies are issued to you by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

b. Other Liability Coverage From Other Sources

If there is other auto liability insurance for a loss covered by this Part, we will pay our share according to this policy's proportion of the total of all liability limits. But any insurance provided under this Part for a vehicle you do not own is excess over any other collectible auto liability insurance.

3. Conformity With Financial Responsibility Laws.

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the required coverage. You agree to repay us for any payment we would not have had to make except for this agreement.

PART II - CAR DAMAGE COVERAGES

A. INSURING AGREEMENT

We will pay for loss of or damage to your insured car and its equipment, less the deductible, if the coverage is shown in the Declarations for:

1. Comprehensive Coverage.

Under this coverage, we will pay for loss not caused by collision. We also pay for loss caused by breakage of glass, fire, explosion, and colliding with a bird, animal, missile or falling object.

If you have a Comprehensive deductible and your windshield is repaired instead of replaced, the deductible, if any, will be waived. If the repair fails, your windshield will be replaced, however, the Comprehensive deductible, if any, will be applied.

2. Collision Coverage.

Under this coverage, we will pay for loss due to the collision of your insured car with another object or upset of your insured car. If breakage of glass results from a collision, you may have us treat it as a loss caused by collision. The first \$100 of your deductible shall not apply to loss caused by a collision of your insured car with another vehicle insured by us. But the entire deductible applies if the other vehicle is owned by, or in the charge of, you or a member of your household.

B. ADDITIONAL DEFINITIONS

As used in this Part only:

- 1. Loss means direct and accidental loss of or damage to your insured car and its equipment. Loss does not mean any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.

C. ADDITIONAL COVERAGES

1. Transportation Expenses.

- a. We will pay up to \$20 per day, but no more than \$600, for the cost of transportation you incur if your insured car is stolen and we provide Comprehensive coverage.

b. This coverage:

- (1) begins 48 hours after the theft is reported to us and the police; and
- (2) ends when you get your insured car back after being repaired, if necessary, or when we pay or offer to pay for the loss.

2. The following additional coverages apply only if you have Comprehensive or Collision Coverage in effect under this policy and the loss is covered by Comprehensive or Collision.

a. Electronic Media.

We will pay up to \$200 in any one loss to tapes, discs and other electronic media.

used with equipment permanently installed in your insured car.

- b. **Portable Electronic Equipment.**
We will pay up to \$300 in any one loss to portable electronic equipment including cellular phones, global positioning systems (GPS), satellite radio, portable compact disc (CD) players, or digital video disc (DVD) players.

- c. **Clothing and Luggage.**
We will pay up to \$200 in any one loss of clothing and personal luggage, including its contents, belonging to you or a relative while it is in or on your insured car. This additional coverage does not apply if the insured car is a travel trailer.

D. EXCLUSIONS

We will not pay for:

1. loss to your insured car while used to carry persons for a charge. This exclusion does not apply to shared-expense car pools or the charitable carrying of persons;
2. loss caused by war (declared or undeclared), civil war, insurrection, rebellion or revolution, or by nuclear reaction, radiation, or radioactive contamination, or their consequences;
3. loss to sound recording or reproducing tapes, discs or other similar electronic media except as provided in C.2.a., ADDITIONAL COVERAGES above;
4. loss to any electronic equipment, including its accessories, that reproduces, receives or transmits audio, visual or data signals. This includes, but is not limited to:
 - a. radios and stereos;
 - b. tape decks;
 - c. compact disc systems;
 - d. navigation systems;
 - e. Internet access systems;
 - f. personal computers;
 - g. video entertainment systems;
 - h. telephones;
 - i. televisions;
 - j. two-way mobile radios;
 - k. "ham" radios;
 - l. scanning monitor receivers; or
 - m. citizens band radios.

This exclusion does not apply to electronic equipment which is permanently installed in an opening of your insured car normally used by the motor vehicle manufacturer.

5. loss to the following equipment unless it is provided by the motor vehicle manufacturer:
 - a. special or custom paint finishes;
 - b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers;
 - c. any equipment which changes the use or appearance of the interior of your insured car, which may include swivel

chairs, appliances, furniture, special carpeting, bars, or paneling.

- d. any equipment which mechanically or structurally changes your insured car, or results in an increase in performance or change in appearance.

6. loss to a van for:

- a. any furnishings, carpeting, and other household equipment built into the van;
- b. any height-extending roof mounted on the van; or
- c. any customized painting and decorating applied to the van.

7. loss to a camper body or trailer owned by you or a relative and not described in the Declarations. But coverage does apply to a camper body or trailer ownership of which you acquire during the policy period if you ask us to insure it within 30 days after you acquire it.

8. loss to any equipment or accessories of a motor home, pick-up, camper body, or camper trailer unless permanently attached to the vehicle.

9. loss resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires. But coverage does apply if the loss results from the total theft of your insured car.

10. a vehicle not owned by you when used in auto business operations.

11. loss during any organized or agreed-upon racing or speed contest or demonstration in which your insured car has active participation, or in practice or preparation for any such contest.

12. loss to your insured car while it is rented or leased to others.

13. loss due to the seizure of any vehicle by any governmental authority.

14. loss to any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

15. loss due to conversion or embezzlement by any person who has the vehicle due to any rental, lease, lien or sales agreement.

E. LIMITS OF LIABILITY

1. Our limit of liability for loss shall not exceed the least of:

- a. the actual cash value of the stolen or damaged property; or
- b. the amount necessary to repair or replace the property. The amount necessary to repair or replace the property does not include any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.

2. The amount necessary to repair or replace the property is determined by one of the following:

- a. the amount necessary to repair or replace agreed upon by you and us;
- b. a competitive bid approved by us; or
- c. an estimate based upon prevailing competitive prices. Prevailing competitive prices are the prices charged by a statistically significant number of repair facilities in the area where your insured car is to be repaired, as determined by us. Upon your request, we will identify facilities that will perform the repairs for the prevailing competitive price.

3. If the amount necessary to repair or replace the property is in excess of its actual cash value, we may, if you agree, pay the decrease in the value of the damaged property caused by the loss.

4. There is a \$1,000 limit for a trailer not owned by you or a relative.

5. An adjustment for depreciation and physical condition will be made in determining actual cash value, except as provided in paragraph C.2., ADDITIONAL COVERAGES above.

6. If a repair or replacement results in betterment of the part, we will not pay for the amount of the betterment.

7. Any amount paid or payable for damage to your insured car under the Liability coverage of any policy issued by us shall be deducted from any amounts payable under this Part.

F. PAYMENT OF LOSS

1. We may pay the loss in money or repair or replace damaged or stolen property. We may, at any time before the loss is paid or the property is replaced, return any stolen property either to you or to the address shown in the Declarations, with payment for the resulting damage. We may keep all or

part of the property at the agreed or appraised value.

2. You or we may demand appraisal of the loss. Each will appoint and pay a competent and impartial appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by any two appraisers will determine the amount payable.

G. ADDITIONAL CONDITIONS

1. No Benefit To Bailee.

A carrier or other bailee for hire liable for loss to your insured car is excluded from coverage.

2. Other Insurance.

If there is other similar insurance for a loss covered by this Part, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance afforded under this Part for a vehicle you do not own is excess over any other similar insurance.

3. Loss Payable Clause.

a. Loss or damage shall be paid to you and the lienholder shown in the Declarations. The insurance covering the interest of the lienholder shall apply unless invalidated by you or your relatives fraudulent acts or omissions. We have the right, however, to cancel this policy as shown in the Cancellation and Nonrenewal Endorsement. Cancellation shall terminate this agreement with respect to the lienholder's interest. When we cancel, we will give the lienholder at least 10 days notice.

b. When we pay the lienholder, we are entitled to the extent of the payment, to the lienholder's rights of recovery.

GENERAL CONDITIONS

Unless otherwise noted, the following conditions apply to all coverages of this policy.

1. Assignment

Interest in this policy may be assigned only with our written consent. But, if the named insured shown in the Declarations or the spouse living in the same household dies, the policy will cover:

- a. the survivor;
- b. the legal representative of the deceased person while acting within the scope of duties of a legal representative; and
- c. any person with proper custody of your insured car until a legal representative is appointed.

2. Bankruptcy

Bankruptcy or insolvency of an insured has no effect on our policy obligations.

3. Cancellation or Nonrenewal.
(see separate endorsement)

4. Changes

This policy includes all the agreements between you and us relating to this insurance. No change or waiver may be made in this policy except by endorsement; new Declarations or new policy issued by us.

Any facts known by our agent are facts known by us.

The premium for each term of this policy is determined by information we received from you or other sources at the inception of that policy term. If there is any change to the information used to develop the policy premium, we may adjust your premium on a pro rata basis. If a

premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

The factors that affect your premium include, but are not limited to:

- a. the rates in effect;
- b. the coverages, deductibles, or limits selected;
- c. the type of vehicle you insure with us;
- d. the territory where your insured car is used;
- e. how your insured car is used;
- f. drivers of your insured car and non-drivers who are members of your household;
- g. discounts or other premium credits; or
- h. accidents and/or violation history and charges.

When we broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in your state. This does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of a subsequent edition of your policy or an amendatory endorsement.

5. Concealment Or Fraud

With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements; relating to this insurance.

6. Cooperation

Any person claiming any coverage under this policy must cooperate with us in the investigation, settlement and defense of any claim or lawsuit.

7. Our Recovery Rights

If we pay under this policy, we are entitled to all the rights of recovery of the person to or for whom payment was made. That person must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to harm our rights.

When we make a payment under this policy to or for a person who also collects from another, the

amount collected from the other shall be repaid to us to the extent of our payment.

8. Policy Period

Each policy period will begin and end at 12:01 A.M., standard time at your address as shown in the Declarations. The premiums shown in the Declarations is for the first policy period. We will compute the premium for each policy period based on our manuals.

This policy may be continued for successive policy periods by the payment of the required premium on or before the effective date of each policy period. If the premium is not paid when due, this policy will terminate at the end of the last policy period for which the premium was paid.

9. Suit Against Us

We may not be sued unless all the terms of this policy are complied with. We may not be sued under the liability coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. We may not be sued under the Uninsured Motorist coverage on any claim that is barred by the tort statute of limitations. No person or organization has any right under this policy to bring us into any action to determine the liability of a person we insure.

10. Terms Of Policy Conform To Statute

Terms of this policy which are in conflict with the statutes of the state in which this policy is issued are changed to conform to those statutes.

11. Territory

This policy covers only auto accidents, occurrences, and losses which occur:

- a. within the United States of America, its territories or possessions, or Canada, or between their ports; and
- b. during the policy period.

12. Two Or More Cars Insured By Us

If two or more auto insurance policies issued to you by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

This policy is signed at Madison, Wisconsin, on our behalf by our President and Secretary. If it is required by law, it is countersigned on the Declarations by our authorized representative.


President


Secretary

This is not a complete and valid contract without an accompanying DECLARATIONS PAGE.



American Family Mutual Insurance Company and its Subsidiaries

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Madison, WI 53783-0001

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Stock No. 25138

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

FAMILY CAR POLICY

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

I. IF YOU HAVE AN AUTO ACCIDENT OR LOSS
Introductory sentence is removed and replaced with:

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

II. DEFINITIONS USED THROUGHOUT THIS POLICY is changed as follows:

A. The following definitions are added:

1. American Family Insurance Group of companies means one or more of the following:

- a. American Family Mutual Insurance Company;
- b. American Standard Insurance Company of Wisconsin;
- c. American Family Insurance Company;
- d. American Standard Insurance Company of Ohio;
- e. any affiliates.

2. Any Person means any human being, including the insured person and any class of persons.

B. The definition of your insured car is removed and replaced with:

M. Your insured car means:

- 1. any vehicle you own shown in the Declarations of this policy.
- 2. any trailer:
 - a. that you own; or
 - b. while attached to your insured car
- 3. any car or trailer that you do not own while used as a temporary substitute for any vehicle described in M.1. or M.2. of this definition which is out of normal use because of its:
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.
- 4. any of the following types of vehicles on the date you become the owner:
 - a. a private passenger car;
 - b. a motor home not used for business purposes; or
 - c. a pickup, van, sedan delivery or panel truck type that:
 - (1) has a Gross Vehicle Weight Rating of 10,000 pounds or less; and

(2) is not used for the delivery or transportation of goods and materials unless such use is for farming or ranching.

This provision (M.4.) applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure it within 30 days after you become the owner; and
- c. you pay us any additional premium.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverages as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days.

If the vehicle you acquire is in addition to any shown in the Declarations and we insure all of your other cars, it will have the broadest coverage we now provide you for any of your vehicles we insure. If we and you both agree to continue coverage, it will be under a new policy specifically insuring this vehicle.

III. PART I - LIABILITY COVERAGE is changed as follows:

A. INSURING AGREEMENT is deleted and replaced with:

You have this coverage if Bodily Injury Liability and Property Damage Liability coverage is shown in the Declarations.

Subject to the provisions contained within your Family Car Policy and as amended by any endorsement, we will pay compensatory damages an insured person is legally liable for because of bodily injury or property damage as a result of an auto accident:

- a. due to the ownership, maintenance or use of your insured car;
- b. any nonowned car; or
- c. while operating a motor home you do not own and not used for business purposes.

We will defend any suit or settle any claim for damages payable under this policy as we think proper.

HOWEVER, WE WILL NOT DEFEND ANY SUIT AFTER OUR LIMIT OF LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

B. Paragraph D. EXCLUSIONS is removed and replaced with:

D. EXCLUSIONS

This coverage does not apply to:

1. **bodily injury or property damage** arising out of the use of a vehicle to carry persons for a charge. This exclusion does not apply to shared expense, car pools or the charitable carrying of persons.
2. **bodily injury or property damage** when a person is covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted.
3. **bodily injury or property damage** arising out of auto business operations. But this exclusion does not apply to the ownership, maintenance or use of your insured car in auto business operations by you, a relative, any partner or employee of you or a relative.
4. **bodily injury or property damage** arising out of the ownership, maintenance or use of any:
 - a. motorized vehicle with less than four wheels;
 - b. recreational all terrain vehicle regardless of the number of wheels; or
 - c. vehicle designed for use off public roads.
5. **bodily injury or property damage** arising out of the ownership, maintenance or use of any vehicle, other than your insured car, which is owned by or furnished or available for regular use by you or a relative.
6. **bodily injury to:**
 - a. any person injured while operating any car;
 - b. you or a relative; or
 - c. any person related to and residing in the household of the operator.

This exclusion only applies to the extent the limits of liability of this policy exceed the limits required by the Missouri Motor Vehicle Financial Responsibility Law.
7. **bodily injury or property damage** occurring while your insured car is rented or leased to others.
8. **bodily injury or property damage** occurring while using a vehicle;
 - a. to participate in, prepare for, or practice for any spontaneous, organized or agreed-upon contest or demonstration involving:
 - (1) racing;
 - (2) high-performance driving;
 - (3) hill-climbing;
 - (4) jumping;
 - (5) demolition;
 - (6) off-roading;
 - (7) stunts; or
 - (8) speed; or

- b. at a track or course designed or used for any of the activities listed in 8.a.(1) - 8.a.(8) above.

9. **bodily injury to an employee of an insured person arising in the course of employment.** But a domestic employee is covered unless benefits are payable or are required to be provided for the domestic employee under a workers' compensation or disability benefits law or any similar law.
10. **damage to property owned by, or in the charge of, an insured person.**
11. **damage to property rented to an insured person except a residence or private garage.**
12. **punitive or exemplary damages and any interest thereon, fines or penalties, or court ordered restitution.**
13. **bodily injury or property damage which was caused intentionally by any person, even if the actual injury or damage is different than that which was expected or intended.**

If a court with proper jurisdiction determines an exclusion is invalid or unenforceable because it does not satisfy the minimum requirements of the Missouri Motor Vehicle Financial Responsibility Law, the exclusion will apply only to the extent the limits of liability of this policy exceed the limits required by the Missouri Motor Vehicle Financial Responsibility Law.

C. Paragraph E. 2. LIMITS OF LIABILITY is deleted and replaced with the following:

1. The limits of liability shown in the Declarations apply, subject to the following:
 - a. the **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
 - b. subject to the **bodily injury** liability limits for "each person," the **bodily injury** liability limits for "each occurrence" is the maximum for **bodily injury** sustained by two or more persons in any one occurrence.
 - c. The **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
2. The limits of liability are the most we will pay regardless of the number of:
 - a. **insured persons;**
 - b. **claims made;**
 - c. **vehicles or premiums shown on the declarations;**
 - d. **vehicles involved in the loss; or**

- e. policies issued to you or a relative by us or any other member company of the American Family Insurance Group of companies.

Coverages on more than one vehicle insured with us or any other member company of the American Family Insurance Group of companies cannot be added, combined or stacked together.

- C. A car and attached trailer are considered as one car.

- D. No one will be entitled to duplicate payments for the same elements of loss. Any amount we pay under this Part to or for an injured person will be reduced by any payment made to that person under any other Part of this policy. In no event shall a coverage limit be reduced below any amount required by law.

5. NO STACKING, COMBINATION OR AGGREGATION OF LIABILITY COVERAGES IS ALLOWED UNDER THIS POLICY. ANY LIABILITY COVERAGE THAT IS REQUIRED TO BE STACKED UNDER THE LAW WILL BE REDUCED TO THE MANDATORY MINIMUM LIMITS REQUIRED UNDER THE LAW.

- D. Paragraph F.2. ADDITIONAL CONDITIONS is deleted and replaced with the following:

2. Other Insurance.

- a. Other Policies Issued By Us

If two or more auto liability insurance policies are issued to you or a relative by us or any other member company of the American Family Insurance Group of companies, apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

- b. Other Liability Coverage From Other Sources

If there is other valid and collectible automobile liability protection or insurance available from a source other than a policy issued to you or a relative by us or any member company of the American Family Insurance Group of companies, we will pay our share according to this policy's proportion of the total of all liability limits. Subject to the anti-stacking provisions in E.2., any insurance provided under this Part for a vehicle you do not own is excess over any such insurance.

IV. PART II - CAR DAMAGE COVERAGES is changed as follows:

- A. Paragraph B.1. ADDITIONAL DEFINITIONS, is deleted and replaced with the following:

1. Loss means direct and accidental loss of or damage to your insured car or a nonowned car and its equipment. Loss

does not mean any difference in the market value of your insured car immediately prior to the loss and the market value of your insured car after repairs from the loss are completed.

- B. The following is added to Paragraph G. ADDITIONAL COVERAGES:

3. Custom Vehicle Coverage

We will pay up to \$1,000 for custom vehicle equipment installed in or on your insured car that was not furnished or supplied by the motor vehicle manufacturer. This amount is excess over any limit shown in the Declarations for Additional Customized Vehicle Coverage.

- C. Paragraph D.5. EXCLUSIONS, is deleted and replaced with the following:

5. loss to the following equipment unless it is furnished or supplied by the motor vehicle manufacturer:

- a. special or custom paint finishes;
b. any ornamental or protective accessories which may include shields, bras, engine accessories, racing slicks, oversized or special tires, special wheels, or special wheel covers;

- c. any equipment which changes the use or appearance of the interior of your insured car, which may include swivel chairs, appliances, furniture, special carpeting, bars, or paneling; or

- d. any equipment which mechanically or structurally changes your insured car, or results in an increase in performance or change in appearance except as provided in C.3., ADDITIONAL COVERAGES above.

This exclusion does not apply to a cap, cover or bedliner in or on your insured car which is a pickup.

- D. Paragraph D.6. EXCLUSIONS, is deleted and replaced with the following:

6. loss to a van for:

- a. any furnishings, carpeting, and other household equipment built into the van;
b. any height-extending roof mounted on the van; or
c. any customized painting and decorating applied to the van except as provided in C.3., ADDITIONAL COVERAGES above.

V. GENERAL CONDITIONS is changed as follows:

- A. Paragraph 5. Concealment Or Fraud is deleted and replaced with the following:

5. Concealment Or Fraud

There is no coverage under this policy if you or any person insured under this policy have:

- a. intentionally concealed or misrepresented any material fact or circumstance;

b. engaged in fraudulent conduct; or
c. made false statements;
relating to this insurance.

Except for claims made by innocent third parties for coverage up to the minimum limits, we may void this policy due to an intentional misrepresentation, concealment, or an incorrect statement of a material fact in connection with a claim, even after the occurrence of an accident or loss. This means that we will not be liable for any claims or damages that would otherwise be covered. If we void a policy in accordance with this provision it will be voided from its inception.

After the loss, we will void coverage for future losses except for claims made by

innocent third parties up to the minimum limits as required by the Missouri Motor Vehicle Financial Responsibility Law.

B. Paragraph 12. Two Or More Cars Insured By Us, is deleted and replaced with the following:

12. Two Or More Cars Insured By Us

If two or more auto insurance policies issued to you or a relative by us or any other member company of the American Family Insurance Group of companies apply to the same auto accident, the total limits of liability under all such policies shall not exceed the highest limit of liability under any one policy.

This provision does not apply to Uninsured Motorist Coverage provided to you or a relative.

All other terms, agreements, conditions, and provisions remain unchanged.

**SPECIAL PROVISIONS FOR AMERICAN FAMILY MUTUAL
INSURANCE COMPANY POLICYHOLDERS****1. MEMBERSHIP, VOTING AND PARTICIPATION**

While this policy is in force, you are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote, either in person or by proxy at its meetings. If any dividends are distributed, you will share in them according to law and under conditions set by the Board of Directors.

2. ANNUAL MEETINGS

The Annual Meetings are held at its Home Office in Madison, Wisconsin on the first Tuesday of March at 2:00 P.M., Central Standard Time. Printed notice in this policy shall be sufficient as to notification.

3. POLICY NON-ASSESSABLE

This policy is non-assessable. You are not subject to any assessment beyond the premiums we require for each policy period.

All other terms, agreements, conditions, and provisions remain unchanged.

END, 10 Ed. 6/05

Stock No. 25107

CANCELLATION AND NONRENEWAL ENDORSEMENT -- MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

A. ADDITIONAL DEFINITIONS

1. Your insured car means your insured cycle if this endorsement is attached to a cycle policy issued by us.

B. The following is added to GENERAL CONDITIONS

3. Cancellation and Nonrenewal

a. Cancellation Of Policies In Effect For Less Than 60 Days

- (1) The named insured shown in the Declarations may cancel this policy by returning it to us or by advising us when at a future date cancellation is to be effective.
- (2) We may cancel this policy for any reason by mailing notice of cancellation to the named insured at the address shown in the Declarations not less than 10 days prior to the effective date of cancellation.

b. Cancellation Of Policies In Effect For 60 Days Or More

- (1) If your policy has been in effect for 60 days or more or is a renewal or continuation policy, we will cancel only:
 - (a) For non-payment of premium; or
 - (b) For suspension, revocation, or expiration of your driver's license or that of a principal operator who either lives in your household or customarily operates your insured car.

If the driver's license of any driver other than the person named on the Declarations or the principal driver is expired, suspended, or revoked, we may issue an exclusion providing by name that coverage will not be provided while that person is operating the vehicle.

However, these limitations on our right to cancel do not apply if a company we own or manage indicates its willingness to issue a new policy.

- (2) We may cancel by mailing notice of the cancellation to the named insured at the address shown in the Declarations:
 - (a) Not less than 10 days prior to the effective date of cancellation for non-payment of premium; or
 - (b) At least 30 days prior to the effective date of cancellation for any other reason.

c. Non-renewal

- (1) This policy will automatically terminate at the end of the policy period if you or your representative does not accept our offer to renew it. Your failure to pay the required renewal premium when due means that you have declined our offer.
- (2) If we decide not to renew this policy, we will mail to the named insured at the address shown in the Declarations notice of non-renewal not less than 30 days before the end of the policy period.

d. Other Cancellation and Nonrenewal Provisions

- (1) Proof of mailing any notice shall be sufficient proof of notice.
- (2) Coverage under this policy will terminate on the effective date and hour stated on the notice of cancellation or nonrenewal.
- (3) If this policy is cancelled, you may be entitled to a premium refund. Your return premium, if any, will be calculated on a pro rata basis and will be sent to the named insured shown in the Declarations as soon as possible. The making or offering to make a refund is not a condition of cancellation.

All other terms, agreements, conditions, and provisions remain unchanged

UNINSURED MOTORIST COVERAGE - MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Uninsured Motorist Coverage is shown in the Declarations.

A. IF YOU HAVE AN AUTO ACCIDENT OR LOSS

The following is added:

1. If a hit-and-run vehicle is involved, any person claiming Uninsured Motorist Coverage must notify the police within 24 hours and us within 30 days.
2. If there is no contact with the hit-and-run vehicle, the facts of the accident must be independently corroborated by competent evidence other than the testimony of any person having an Uninsured Motorist claim resulting from the accident.

B. ADDITIONAL DEFINITIONS

1. The following definitions are added:

- a. Insured person or insured persons means:

- (1) you or a relative.
- (2) anyone else occupying your insured car.
- (3) anyone entitled to recover damages due to bodily injury to you, a relative, or another occupant of your insured car.

But the following are not insured persons:

- (1) any person, other than a relative, using your insured car without your permission.
- (2) any person, other than a relative, using your insured car with your permission but who exceeds the scope of that permission.
- (3) any person using a vehicle without the permission of the person having lawful possession.
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

- b. Uninsured motor vehicle means a motor vehicle which is:

- (1) not insured by a bodily injury liability bond or policy at the time of the accident.
- (2) insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which your insured car is principally garaged.
- (3) a hit-and-run vehicle whose operator or owner is unknown and which causes bodily injury to an insured person.

- (4) insured by a bodily injury liability bond or policy at the time of the accident but the company:

- (a) denies coverage and maintains that denial; or
- (b) is or becomes insolvent within two years after the accident.

Uninsured motor vehicle, however, does not mean a vehicle:

- (1) owned by or furnished or available for the regular use of you or any resident of your household.
- (2) owned or operated by a self-insurer as considered by any financial responsibility law, motor carrier law, or similar law.
- (3) owned or operated by a governmental unit or agency.
- (4) operated on rails or crawler-treads.
- (5) designed for use off public roads except while on public roads.
- (6) parked for camping or housekeeping purposes.

- b. Your insured car means your insured cycle if this endorsement is attached to a cycle policy issued by us.

C. INSURING AGREEMENT

1. We will pay compensatory damages for bodily injury which an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle.
2. The bodily injury must:
 - a. be sustained by an insured person;
 - b. be caused by an accident; and
 - c. arise out of the ownership, maintenance, or use of an uninsured motor vehicle.
3. If any suit is brought by you to determine liability or damages, the owner or operator of the uninsured motor vehicle must be made a defendant and you must notify us of the suit. We are not bound by any resulting judgment without our written consent.

D. EXCLUSIONS

1. We do not provide coverage for bodily injury sustained by any insured person:
 - a. while occupying, or when struck by, a motor vehicle that is not insured for this coverage under this policy if it is owned by you or any resident of your household.
 - b. who makes or whose legal representative makes a settlement without our written consent.
 - c. while occupying your insured car when used to carry persons for a charge. This

exclusion does not apply to shared-expense car pools or the charitable carrying of persons:

- d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
- 2. This coverage does not apply to punitive or exemplary damages or any interest thereon, fines or penalties, or court ordered restitution.
- 3. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

If any uninsured motorist insurance law or financial responsibility law determines that any exclusion is unenforceable, we will provide only the minimum limits required by that law. If any other insurance provides coverage up to the minimum limits required, the provisions of this coverage remain unchanged.

E. LIMITS OF LIABILITY

- 1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
 - a. the bodily injury liability limit for "each person" is the maximum for all damages sustained by all persons as the result of bodily injury to one person in any one occurrence, including but not limited to damages for care, loss of consortium, loss of services or death.
 - b. subject to the bodily injury liability limits for "each person," the bodily injury liability limits for "each occurrence" is the maximum for bodily injury sustained by two or more persons in any one occurrence.

- 2. The limits of liability for this coverage are the most that we will pay regardless of the number of:

- a. Insured persons;
- b. claims made; or
- c. vehicles involved in the accident.

- 3. The limits of liability of this coverage will be reduced by:

- a. payments made by or on behalf of the owner or operator of the uninsured motor vehicle or organization which may be legally liable.

- b. payments under the liability coverage of this policy.

- c. payments made or amount payable because of the bodily injury under any worker's compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.

- 4. No insured person will be entitled to receive duplicate payments for the same elements of loss. Any amount we pay under this coverage to or for an insured person will be reduced by any payment made to that person under any other coverage of this policy.

- 5. However, in no event shall the amount we pay to the insured person be reduced below the Missouri Motor Vehicle Financial Responsibility Law minimum limit.

F. OTHER INSURANCE

If there is other similar insurance, not provided by us, on a loss covered by this endorsement, we will pay our share according to this policy's proportion of the total limits of all similar insurance. But, any insurance provided by this endorsement for an insured person while occupying a vehicle you do not own is excess over any other similar insurance.

All other terms, agreements, conditions and agreements remain unchanged.

UNDERINSURED MOTORIST COVERAGE - MISSOURI

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

You have this coverage if Underinsured Motorist Coverage is shown in the Declarations.

A. DEFINITIONS

1. As used in this endorsement:

a. **Insured person or insured persons** means:

- (1) you or a relative;
- (2) anyone else occupying your insured car;
- (3) anyone entitled to recover damages due to bodily injury to you, a relative, or another occupant of your insured car.

But the following are not insured persons:

- (1) any person, other than a relative, using your insured car without your permission;
- (2) any person, other than a relative, using your insured car with your permission but who exceeds the scope of that permission;
- (3) any person using a vehicle without the permission of the person having lawful possession;
- (4) any person using a vehicle with the permission of the person having lawful possession, but who exceeds the scope of that permission.

b. **Underinsured motor vehicle** means a motor vehicle which is insured by a liability bond or policy at the time of the accident which provides bodily injury liability limits less than the limits of liability of this underinsured motorists coverage.

Underinsured motor vehicle, however, does not mean a vehicle:

- (1) insured under the Liability Coverage of this policy;
- (2) insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which your insured car is principally garaged;
- (3) owned by or furnished or available for the regular use of you or a resident of your household;
- (4) owned or operated by a governmental unit or agency;
- (5) operated on rails or crawler-treads;
- (6) designed primarily for use off public roads except while on public roads;
- (7) parked for camping or housekeeping purposes;
- (8) owned or operated by a self-insurer as considered by any financial

responsibility law, motor carrier law, or similar law.

(9) which is insured by a bodily injury liability bond or policy at the time of the accident, but the bonding or insuring company:

- (a) denies coverage and maintains that denial; or
- (b) is or becomes insolvent within two years of the accident.

c. **Your insured car means your insured cycle** if this endorsement is attached to a cycle policy issued by us.

B. INSURING AGREEMENT

1. Subject to the provisions contained within each section of this endorsement, we will pay compensatory damages for bodily injury which an insured person is legally entitled to recover from the owner or operator of an underinsured motor vehicle. The amount of compensatory damages we will pay will never exceed the underinsured motorist coverage limits of liability shown on the Declarations minus any payment or reduction set forth in Section D.3. LIMITS OF LIABILITY.
2. The bodily injury must:
 - a. be sustained by an insured person;
 - b. be caused by an accident; and
 - c. arise out of the ownership, maintenance, or use of an underinsured motor vehicle.
3. If any suit is brought by you to determine liability or damages, the owner or operator of the underinsured motor vehicle must be made a defendant and you must notify us of the suit. We are not bound by any resulting judgment without our written consent.
4. We will pay under this coverage only after all the limits of liability under any bodily injury bonds or policies have been exhausted by payment of judgments or settlements.

C. EXCLUSIONS

1. We do not provide coverage for bodily injury sustained by any insured person:
 - a. while occupying, or when struck by, a motor vehicle which is owned by or furnished or available for regular use by you or any resident of your household that is not insured for this coverage under this policy;
 - b. who makes or whose legal representative makes a settlement without our written consent;
 - c. while occupying your insured car when used to carry persons or property for a charge. This exclusion does not apply to

- shared-expense car pools or the charitable carrying of persons.
- d. occurring in any organized or agreed-upon racing or speed contest or demonstration.
- 2. This coverage does not apply to punitive or exemplary damages or any interest thereon, fines or penalties, or court ordered restitution. This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits, or any similar law, or any private disability insurance or benefits.

D. LIMITS OF LIABILITY

- 1. The limits of liability for this coverage as shown in the Declarations apply, subject to the following:
 - a. the bodily injury liability limit for "each person" is the maximum for all damages sustained by any person as the result of bodily injury to that person in any one accident, including but not limited to damages for care, loss of consortium, loss of services or death.
 - b. subject to the bodily injury liability limits for "each person", the bodily injury liability limits for "each accident" is the maximum for bodily injury sustained by two or more persons in any one accident.
- 2. The limits of liability for this coverage minus any reductions or offsets set forth in this endorsement are the most that we will pay regardless of the number of:
 - a. insured persons;
 - b. claims made;
 - c. claimants;
 - d. vehicles or premiums shown in the Declarations;
 - e. vehicles involved in the accident; or
 - f. policies issued to you or a relative by us or any other member company of the American Family Insurance Group of companies.

The limits of liability shown in the Declarations may not be added, combined or stacked with the limits shown in the Declarations for any other policy to determine the maximum limits available for each person or for each occurrence.

THIS MEANS THAT NO STACKING, COMBINATION OR AGGREGATION OF UNDERINSURED MOTORIST COVERAGES IS ALLOWED UNDER THIS POLICY.
- 3. The limits of liability of this coverage will be reduced by:
 - a. all payments made by or on behalf of the owner or operator of the underinsured motor vehicle or organization which may be legally liable.
 - b. all payments made under the liability coverage of this policy.

- c. all payments made or amount payable because of the bodily injury under any worker's compensation law, disability benefits law, the pension code, or any similar law, or any private disability insurance or benefits.
- 4. No insured person will be entitled to receive duplicate payments for the same elements of loss. Any amount we pay under this coverage to or for an insured person will be reduced by any payment made to that person under any other coverage of this policy.

E. OTHER INSURANCE

The other insurance language is subject to the anti-stacking provisions in Section D.2, LIMITS OF LIABILITY.

- 1. Other Policies Issued by Us
For the same motor vehicle accident, if there is underinsured motorist coverage under more than one policy issued to you or a relative by us or any member company of the American Family Insurance Group of companies, only the policy with the highest underinsured motorist coverage limits of liability will provide underinsured motorist coverage subject to the reductions provided for in the "Limits of Liability" section. If two or more such policies have the same highest underinsured motorist coverage limits of liability, then only one such policy chosen by us will provide underinsured motorist coverage subject to the reductions provided for in the "Limits of Liability" section.
- 2. Other Coverage From Other Sources
If there are any limits of liability remaining after applying the reductions provided for in the "Limits of Liability" section of this endorsement and if there is underinsured motorist insurance from a policy not issued to you or a relative by us or any other member company of the American Family Insurance Group of companies, the following applies:
 - a. for an insured person while occupying a vehicle listed on the Declarations of this policy, we will pay our share according to this policy's proportion of the total remaining limits to the remaining limits of all underinsured motorist insurance provided by other insurance policies.
 - b. for an insured person while occupying a vehicle you do not own, coverage under this endorsement is excess over all other underinsured motorist insurance provided by all other insurance policies.
 - c. for an insured person while injured as a pedestrian, coverage under this endorsement is excess over all other underinsured motorist insurance provided by all other insurance policies.

All other terms, agreements, conditions and agreements remain unchanged.

**MISSOURI PROPERTY AND CASUALTY
INSURANCE GUARANTY ASSOCIATION ENDORSEMENT**

KEEP WITH YOUR POLICY

If you are a Missouri resident or have property permanently located in Missouri and have purchased property, casualty or liability insurance from any insurer licensed to do business in Missouri, you are protected in the event that the insurer becomes insolvent. This protection, subject to certain limits and exclusions, is provided by the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association).

If you have a covered claim, the Association will pay:

1. up to your policy limits but not more than \$300,000 for all claims under all policies issued to you by the same insurer.
2. the full amount of any covered claim arising out of a policy of Workers Compensation Insurance.

No claims will be considered a covered claim if the insured has a net worth of more than \$25,000,000 on the date the insurer becomes insolvent.

All other terms, agreements, conditions, and provisions remain unchanged.

AFFIDAVIT

STATE OF MISSOURI

COUNTY OF BUCHANAN

SS

Claim Number: 00-145-151393

Shawna J. Sollars, being first duly sworn, on oath deposes and states that she is Services Manager for American Family Mutual Insurance Company and in such capacity has direct access to the policy records (including computer records) of said Company.

That policy information regarding Policy 2054-7815-01-69-FPPA-MO, issued to SHULL, SHERRY, is contained and preserved on such records. Based upon such records affiant certifies that said policy was in force on JULY 24, 2016.

The attached is a true reproduction of the content of the whole of said policy setting forth the coverages and limits of liability in effect on the above mentioned date.

Said policy is subject to the Declarations, Insuring Agreements, Terms, Conditions, Limitations, Exclusions, and applicable Endorsements.

That this affiant is experienced in the analysis of such records of said Company and certifies the accuracy of the foregoing policy information.

Shawna J. Sollars
Shawna J. Sollars

Subscribed and sworn to before me this

21 day of September 2016.

Maureen L. Smith
Notary Public, State of Missouri 9-7-18

My commission expires: _____

